रजिस्ट्री सं० डी एल (एन) 04/0007/2003—05

REGD. No. DL (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 24] नई दिल्ली, जून 6—जून 12, 2004, शनिवार/ज्येष्ठ 16—ज्येष्ठ 22, 1926
No. 24] NEW DELHI, JUNE 6—JUNE 12, 2004, SATURDAY/JYAISTHA 16—JYAISTHA 22, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 31 मई, 2004

का०आ० 1327.—माननीय गुजरात उच्च न्यायालय, अहमदाबाद ने क्रमशः विशेष सिविल आवेदन सं० 3274/2001 और सिविल आवेदन सं० 12106/2001 में पारित आदेश दिनांक 19-10-2001 और 27-12-2001 के साथ पठित विशेष सिविल आवेदन सं. 3274/2001 में पुनः पारित आदेश दिनांक 23-06-2003 द्वारा केंद्रीय अन्वेषण ब्यूरो को विभिन्न पार्टियों द्वारा आयातित नाफथा के दुरुपयोग के मामलों का अन्वेषण करने का निर्देश दिया।

अतः, केंद्रीय सरकार एतद्द्वारा नाफथा (अधिग्रहण, बिक्री, भंडारण और मोटरगाड़ी में प्रयोग पर रोक) आदेश, 2000 के खंड (4) के उप-खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नाफथा (अधिग्रहण बिक्री, भंडारण और मोटरगाड़ी में प्रयोग पर रोक) आदेश, 2000 अथवा इस संबंध में जारी किसी अन्य आदेश (आदेशों) के उपबंधों के उल्लंघन पर आवश्यक वस्तु अधिनियम, 1955 (1955 का अधिनियम सं० 10) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरण और षडयंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध (धों) का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के पुलिस उपाधीक्षक और उससे ऊपर के रैंक के सदस्यों की शक्तियों और अधिकारिता का विस्तार जम्मू और कश्मीर राज्य को छोड़कर सम्पूर्ण भारत पर करती है।

[सं० 228/109/2003-डी०एस०पी०ई०]

शुभा ठाकुर, अवर सचिव

CABINET SECRETARIAT

New Delhi, the 31st May, 2004

S.O. 1327.—Whereas the Hon'ble High Court of Gujarat at Ahmedabad vide order dated 19-10-2001 and 27-12-2001 passed in Special Civil Application No. 3274/2001 & Civil Application No. 12106/2001 respectively read with further order passed on 23-06-2003 in Special Civil Application No. 3274 of 2001, directed the Central Bureau of Investigation to investigate the cases of misuse of imported Naphtha by the various parties;

Therefore, in exercise of the powers conferred by the Sub-section (1) of Section (5) of The Delhi Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the States of Gujarat, Maharashtra, Uttar Pradesh and Haryana, for investigation of the offences punishable under the Essential Commodities Act, 1955 (Act No. 10 of 1955) and attempt, abetment and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[No. 228/109/2003-DSPE]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 3 जून, 2004

का०आ० 1328.—केन्द्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गुजरात उच्च न्यायालय में केंद्रीय अन्वेषण ब्यूरो के रिटेनर काउंसेल श्री शुक्ला निगम रमनलाल, अधिवक्ता, अहमदाबाद को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलों, पुनरीक्षणों अथवा अन्य कार्यवाहियों का संचालन करने के लिए गुजरात उच्च न्यायालय, अहमदाबाद में विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं० 225/16/2004-डी०एस०पी०ई०]

शुभा ठाकुर, अवर सचिव

New Delhi, the 3rd June, 2004

S.O. 1328.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Shukla Nigam Ramanlal, Advocate, Ahmedabad Retainer Counsel of the Central Bureau of Investigation in the Gujarat High Court, as Special Public Prosecutor for conducting the prosecutions, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the Gujarat High Court at Ahmedabad.

[No. 225/16/2004-DSPE]

SHUBHA THAKUR, Under Secy.

गृह मंत्रालय

नई दिल्ली, 4 जून, 2004

का०आ० 1329.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्द्वारा अधिसूचित करती है :

कार्यालय कमांडेंट- 152 बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[सं० 12017/1/2004-हिन्दी]

राजेन्द्र सिंह, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 4th June, 2004

S.O. 1329.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80%:

Office of the Commandant-152 Battalion, Central Reserve Police Force.

[No. 12017/1/2004-Hindi]

RAJENDRA SINGH, Director (OL)

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 31 मई, 2004

का०आ० 1330.—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 की धारा 6 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा श्री एम० दामोदरन को दिनांक 1-6-2004 से 31-5-2007 तक या अगले आदेश तक, जो भी पहले हो, भारतीय औद्योगिक विकास बैंक (आईडीबीआई) के अध्यक्ष एवं प्रबन्ध निदेशक के पद पर नियुक्त करती है।

[फा० सं० 24 (4)/2003-आईएफ-I]

बी० डी० बेरवाल, अवर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 31st May, 2004

S.O. 1330.—In exercise of the powers conferred by Clause (a) of Sub-section (1) of Section 6 of Industrial Development Bank of India Act, 1964, the Central Government hereby appoints Shri M. Damodaran, as Chairman and Managing Director, Industrial Development Bank of India (IDBI), with effect from 1-6-2004 till 31-5-2007 or until further orders, whichever is earlier.

[F. No. 24 (4)/2003-IF.-I]

B. D. BERWAL, Under Secy.

नई दिल्ली, 1 जून, 2004

का०आ० 1331.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खण्ड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक के परामर्श से एतद्द्वारा, निम्नलिखित व्यक्तियों को 28 मई, 2004 से तीन वर्ष की अवधि के लिए राष्ट्रीय कृषि और ग्रामीण विकास बैंक का निदेशक नियुक्त करती है।

1.	सचिव, कृषि विभाग, उत्तरांचल सरकार, देहरादून।	के स्थान पर सचिव, कृषि/कृषि उत्पादन आयुक्त, तमिलनाडु सरकार, चेन्नई।
1.	कृषि उत्पादन आयुक्त एवं अतिरिक्त मुख्य सचिव, उड़ीसा सरकार, भुवनेश्वर।	के स्थान पर सचिव, कृषि/कृषि उत्पादन आयुक्त, असम सरकार, दिसपुर।

[फा० सं० 7/5/2002-बीओ-I]

रमेश चन्द, अवर सचिव

New Delhi, the 1st June, 2004

S.O. 1331.— In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with Reserve Bank of India, hereby appoints the following persons to be the Directors of the National Bank for Agriculture and Rural Development for a period of three years with effect from 28th May, 2004 :—

1.	Secretary, Agriculture Department, Government of Uttaranchal, Dehradun.	Vice Secretary Agriculture/Agriculture Production Commissioner Government of Tamilnadu, Chennai.
2.	Agriculture Production Commissioner-cum-Additional Chief Secretary, Government of Orissa, Bhubaneshwar.	Vice Secretary Agriculture/Agriculture Production Commissioner, Government of Assam, Dispur

[F. No. 7/5/2002-B.O. I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 1 जून, 2004

का०आ० 1332.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा श्री ए०के० राय, निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली को श्री आर० रंगनाथन के स्थान पर तत्काल प्रभाव से और अगला आदेश होने तक अथवा उनके वित्त मंत्रालय में अधिकारी बने रहने तक, जो भी पहले हो, विजया बैंक के निदेशक मंडल में निदेशक के रूप में नामित करती है।

[एफ० सं० 9/11/2004-बीओ-I (i)]

रमेश चन्द, अवर सचिव

New Delhi, the 1st June , 2004

S.O. 1332.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Shri A. K. Rai, Director, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi as a Director on the Board of Directors of Vijaya Bank with immediate effect and until further orders or until he ceases to be an officer of Ministry of Finance, whichever is earlier vice Shri R. Renganath.

[F. No. 9/11/2004-B. O. (i)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 1 जून, 2004

का०आ० 1333.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा श्री आर० रंगनाथन निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग, बीमा प्रभाग, नई दिल्ली को श्री ए०के० राय के स्थान पर तत्काल प्रभाव से और अगला आदेश होने तक अथवा उनके वित्त मंत्रालय में अधिकारी बने रहने तक, जो भी पहले हो, देना बैंक के निदेशक मंडल में निदेशक के रूप में नामित करती है।

[एफ० सं० 9/11/2004-बीओ-I (ii)]

रमेश चन्द, अवर सचिव

New Delhi, the 1st June, 2004

S.O. 1333.—In exercise of the powers conferred by clause (b) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri R. Renganath Director, Ministry of Finance, Department of Economic Affairs, Insurance Division, New Delhi as a Director on the Board of Directors of Dena Bank with immediate effect and until further orders or until he

ceases to be an officer of Ministry of Finance, whichever is earlier *vice* Shri A. K. Rai.

[F. No. 9/11/2004-B. O. I. (ii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 2 जून, 2004

का०आ० 1334.—इस प्रभाग की 30 अप्रैल, 2004 की अधिसूचना सं० 20(1) 2004-आई एफ-II के अधिक्रमण में और रूग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उप-धारा (2) के साथ पठित धारा 4 की उपधारा (2) द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्रीय सरकार, एतद्द्वारा, सर्व श्री एन.पी. बागची, एन.आर. बनर्जी और एन.पी. सिंह को 30 अप्रैल, 2004 से तीन महीने की अवधि के लिए या बाइफर के समापन तक या अगले आदेश तक, जो भी पहले हो, औद्योगिक एवं वित्तीय पुनर्निर्माण (बाइफर) बोर्ड में पुन: सदस्यों के रूप में नियुक्त करती है।

2. इसके अतिरिक्त, उक्त अधिनियम की धारा 6 की उप-धारा (5) द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्रीय सरकार श्री एन.पी. बागची को इस अवधि के दौरान बाइफर के अध्यक्ष के पद पर कार्य करने के लिए प्राधिकृत करती है।

[फा० सं० 20 (1) 2004-आई एफ-II]

आलोक भटनागर, निदेशक

New Delhi, the 2nd June, 2004

S.O. 1334.—In supersession of this Department's Notification No. 20(1) 2004-IF. II. dated the 30th April, 2004 and in pursuance of the powers conferred by sub-section (2) of Section 4 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby reappoints S/Shri N.P. Bagchee, N.R. Banerjee and N. P. Singh as Members of the Board for Industrial and Financial Reconstruction (BIFR) for a period of three months w.e.f. 30th April, 2004 or till the abolition of BIFR or until further orders, whichever is earlier.

2. Further, in pursuance of the powers conferred by sub-section (5) of Section 6 of the said Act, the Central Government authorizes Shri N. P. Bagchee to act as Chairman of BIFR during this period.

[F. No. 20 (1) 2004-IF.-II]

ALOK BHATNAGAR, Director

भारी उद्योग एवं लोक उद्यम मंत्रालय

(भारी उद्योग विभाग)

(ए०ई०आई० अनुभाग)

आदेश

नई दिल्ली, 28 मई, 2004

का०आ० 1335.—केन्द्र सरकार, विकास परिषद् (प्रक्रिया) नियमावली, 1952 के नियम 3 तथा 8 के साथ पठित, उद्योग (विकास एवं विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए :—

(1) श्री आनन्द महिन्द्रा,
उपाध्यक्ष एवं प्रबंध निदेशक,
महिन्द्रा एण्ड महिन्द्रा लि०,
गेटवे बिल्डिंग, अपोलो बंडर,
मुम्बई-400001

(2) श्री अतसुशी तोयोशिमा,
प्रबंध निदेशक,
टोयटा किर्लोस्कर मोटर प्रा०लि०,
प्लाट नं० 1, बिदादी इंडस्ट्रियल एरिया,
बंगलौर, (ग्रामीण) तालुक,
बंगलौर, कर्नाटक

को एतद्द्वारा आटोमोबाईल तथा सम्बद्ध उद्योगों की विकास परिषद् के सदस्य के रूप में परिषद की शेष अवधि अर्थात् 10 फरवरी, 2005 तक के लिए नियुक्त करती है, जिसकी स्थापना दिनांक 10 फरवरी, 2003 के भारत के राजपत्र, भाग-II, खण्ड 3, उपखण्ड (ii) में प्रकाशित भारी उद्योग एवं लोक उद्यम मंत्रालय (भारी उद्योग विभाग) में भारत सरकार के दिनांक 10 फरवरी, 2003 के आदेश संख्या एस०ओ० 602 के तहत किया गया और इस प्रयोजन के लिए उक्त आदेश में निम्नलिखित संशोधित करती है, अर्थात् :—

उक्त आदेश में,————————

(क) क्रम संख्या 17 से संबद्ध प्रविष्टियों में निम्नलिखित प्रतिस्थापना की जाएगी, नामत: —

"17. श्री आनन्द महिन्द्रा,
उपाध्यक्ष एवं प्रबंध निदेशक,
महिन्द्रा एण्ड महिन्द्रा लि०,
गेटवे बिल्डिंग, अपोलो बंडर
मुम्बई-400001 सदस्य"

(ख) क्रम संख्या 18 तथा इससे संबंधित प्रविष्टियों में निम्नलिखित प्रतिस्थापना की जाएगी, नामत: —

"18. श्री अतसुशी तोयोशिमा,
प्रबंध निदेशक,
टोयटा किर्लोस्कर मोटर प्रा०लि०,
प्लाट नं० 1, बिदादी इंडस्ट्रियल एरिया,
बंगलौर, (ग्रामीण) तालुक,
बंगलौर, कर्नाटक सदस्य"

[संख्या 7 (2)/2002-ए०ई०आई०]

एस० वी० भावे, संयुक्त सचिव

MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

(AEI Section)

ORDER

New Delhi, the 28th May, 2004

S.O. 1335.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 3 and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints :—

(1) Shri Anand Mahindra,
Vice Chairman & Managing Director,
Mahindra & Mahindra Ltd.,
Gateway Building, Apollo Bunder,
Mumbai-400001

(2) Shri Atsushi Toyoshima
Managing Director,
Toyota Kirloskar Motor Pvt. Ltd.,
Plot No. 1, Bidadi Industrial Area,
Bangalore, (Rural) Taluk.
Bangalore, Karnataka.

to be Members of the Development Council for Automobile and Allied Industries established vide Government of India, in the Ministry of Heavy Industries and Public Enterprises, (Department of Heavy Industry), Order Number S.O. 602, dated 10th February, 2003 published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 10th February, 2003 for the remainder of the term of office as Members of the said Council i.e. upto 10th February, 2005 and for the said purpose, makes the following amendments in the said order, namely :—

In the said order;—

(a) For Serial No. 17 and the entries relating thereto, the following shall be substituted, namely :-

"17. Shri Anand Mahindra,
Vice Chairman & Managing Director,
Mahindra & Mahindra Ltd.,
Gateway Building, Apollo Bunder,
Mumbai-400001 Member"

(b) for Serial No. 18 and the entries relating thereto, the following shall be substituted, namely :—

"18. Shri Atsushi Toyoshima
Managing Director,
Toyota Kirloskar Motor Pvt. Ltd.,
Plot No. 1, Bidadi Industrial Area,
Bangalore, (Rural) Taluk,
Bangalore, Karnataka. Member"

[No. 7(2)/2002-AEI]

S.V. BHAVE, Jt. Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 4 जून, 2004

का.आ. 1336.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, भारत संचार निगम लिमिटेड, कर्नाटक परिमण्डल, बेंगलूर-560008

1. मंडल अभियंता (ओसीबी) कारवार
2. मंडल अभियंता (नगर) कारवार

[सं. ई. 11016/1/2004-रा.भा.]

हरीश चन्द्र जयाल, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(Official Language Section)

New Delhi, the 4th June, 2004

S.O. 1336.—In pursuance of rule 10 (4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended-1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications whereof more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom, BSNL, Karnataka Circle, Bangalore-560008

1. Divisional Engineer (OCB) Karwar
2. Divisional Engineer (Nagar) Karwar.

[No. E. 11016/1/2004 (O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

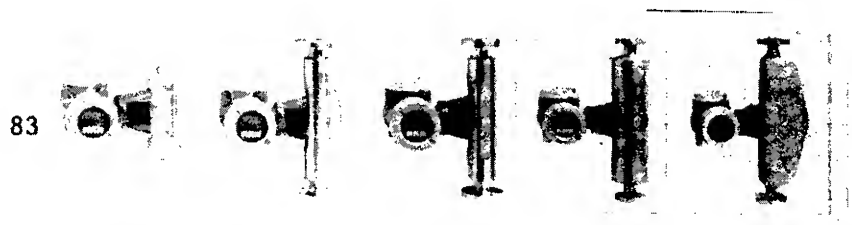
(उपभोक्ता मामले विभाग)

नई दिल्ली, 18 मई, 2004

का. आ. 1337.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल अपनी यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एन्डरसन+हौजर (इंडिया) प्रा० लि०, एम 174, 175, वालुज इन्डस्ट्रियल एरिया, औरंगाबाद, महाराष्ट्र द्वारा विनिर्मित "प्रोमास 83" शृंखला के कोरिओलिज मापन सिद्धांत पर आधारित अंकीय संप्रदर्शन (जिसे इसमें मॉडल कहा गया है) सहित द्रव्यमान प्रवाह मीटर जिसका ब्रांड नाम "एन्डरसन+हौजर" है, और जिसे अनुमोदन चिह्न आई एन डी/09/2003/447 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



मॉडल (ऊपर दी गई आकृति देखें) एक अन्तिम जोड़ ए एन एस आई 150 सहित 25 मि.मी. की अकलित आकार के इलैक्ट्रानिक आउटपुट सहित द्रव (जल से भिन्न) के लिए एक द्रव्यमान प्रवाह मीटर है। परीक्षित माडल की प्रवाह रेंज 0 से 18000 कि.ग्रा./घंटा की है। यह चार पंक्ति युक्त द्रव क्रिस्टल संप्रदर्श वैकल्पिक है। मीटर का उपयोग, तेल, वसा, अल्कालीज, वार्निश, पेंट, चाकलेट, संघनित दुग्ध, अमल, फार्मास्यूटिकल्स द्रवित गैस, और गैस एवं गैस मिश्रण के प्रवाह के मापन के लिए है।

[फा.सं. डब्ल्यू. एम. 21(256)/2001]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 18th May, 2004

S.O. 1337.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Mass flow meters based on coriolis measuring principle of "PROMAS 83" series and with digital display (herein referred to as the said Model) with brand name "ENDRESS+HAUSER", manufactured by M/s. Endress+Hauser (India) Pvt. Ltd, M 174, 175 Waluj Industrial Area, Aurangabad, Maharashtra and which is assigned the approval mark IND/01/2003/447;

(Figure)

The Model (see the figure given below) is a mass flow meter for liquid (other than water) with electronic output of nominal size of 25mm with end connection ANSI 150. The tested mode having flow range of 0 to 18000 kg/hr. It has a four line liquid crystal display (optional). The meter is used for measurement of flow of oil, fats, alkalis, paints, varnishes, chocolates, condensed milk, acid, pharmaceutical, liquified gases, gases and gas mixtures.

[F. No. WM-21(256)/2001]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 18 मई, 2004

का. आ. 1338.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एन्डरसन+हौजर (इंडिया) प्रा० लि०, एम 174, 175, वालुज इन्डस्ट्रियल एरिया, औरंगाबाद, महाराष्ट्र द्वारा विनिर्मित "प्रोमास 80" शृंखला के कोरिऑलिज मापन सिद्धांत पर आधारित अंकीय संप्रदर्शन (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) सहित द्रव्यमान प्रवाह मीटर जिसका ब्रांड नाम "एन्डरसन+हौजर" है, और जिसे अनुमोदन चिह्न आई एन डी/09/2003/446 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति

मॉडल (ऊपर दी गई आकृति देखें) एक अन्तिम जोड़ ए एन एस आई 150 सहित 25 मि.मी. की अकलित आकार के इलैक्ट्रोनिक आउटपुट सहित द्रव (जल से भिन्न) के लिए एक द्रव्यमान प्रवाह मीटर है। परीक्षित मॉडल की प्रवाह रेंज 0 से 18000 कि.ग्रा./घंटा की है। यह चार पंक्ति युक्त द्रव क्रिस्टल संप्रदर्श वैकल्पिक है। मीटर का उपयोग, तेल, वसा, अल्कालीज, वार्निश, पेंट, चाकलेट, संघनित दुग्ध, अमल, फार्मास्यूटिकल्स द्रवित और गैस एवं गैस मिश्रण के प्रवाह के मापन के लिए है।

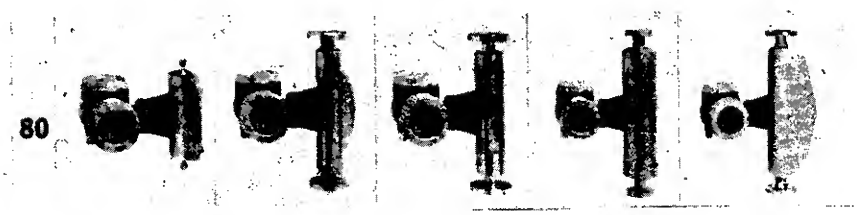
[फा.सं. डब्ल्यू. एम. 21(256)/2001]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 18th May, 2004

S.O. 1338.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Mass flow meters based on coriolis measuring principle of "PROMASS 80" series and with digital display (herein referred to as the said Model) with brand name "ENDRESS+HAUSER", manufactured by M/s. Endress+Hauser (India) Pvt. Ltd, M 174. 175 Waluj Industrial Area, Aurangabad, Maharashtra and which is assigned the approval mark IND/09/2003/446;



(Figure)

The Model (see the figure) is a mass flow meter for liquid (other than water) with electronic out put of nominal size of 25 mm with end connection ANSI 150. The tested mode having flow range of 0 to 18000 kg/hr. It has a four line liquid crystal display (optional). The meter is used for measurement of flow of oil, fats, alkalis, paints, varnishes, chocolates, condensed milk, acid, pharmaceutical, liquefied gases, gases and gas mixtures.

[F. No. WM-21(256)/2001]

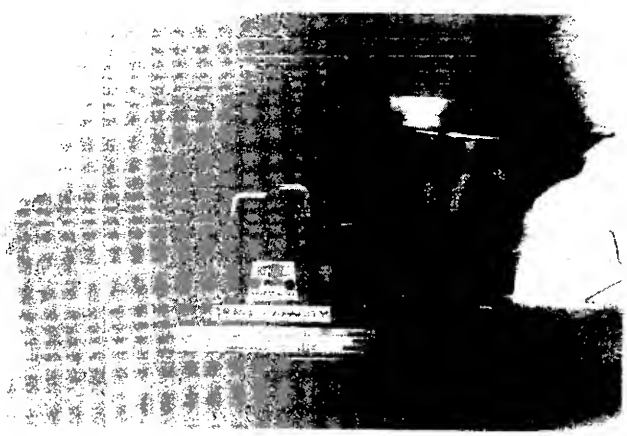
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 मई, 2004

का. आ. 1339.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स भारत स्केल, अमरेली रोड, सावरकुण्डला-364515, गुजरात द्वारा विनिर्मित काउंटर मशीन के माडल का, जिसके ब्राण्ड का नाम "भारत स्केल" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/202 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त माडल (नीचे दी गई आकृति देखें) एक काउंटर मशीन है। इसकी अधिकतम क्षमता 10 कि.ग्रा. है।



आकृति

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के काउंटर मशीन भी होंगे जो 500 ग्रा. से 50 कि.ग्रा. तक की रेंज की अधिकतम क्षमता वाले हैं।

[फा.सं. डब्ल्यू. एम. 21(84)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th May, 2004

S.O. 1339.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Counter Machine with brand name "BHARAT SCALE" (herein referred to as the Model), manufactured by M/s. Bharat Scale, Amreli Road, Savarkundla-364515 (Gujarat) and which is assigned the approval mark IND/09/03/202;

The said model (see the figure given) is a Counter Machine. The maximum capacity is 10kg.

(Figure)

Further, in exercise of the power conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity ranging from 500g to 50kg, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(84)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 मई, 2004

का. आ. 1340.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सन-एन-मून एन्टरप्राइजेज, एम आई जी 102/3, हाउसिंग बोर्ड कालोनी, भवानीपुरम, विजयवाड़ा-520012 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग- III) वाले "एम एम पी डब्ल्यू एम" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (सिक्का प्रचालित व्यक्ति तोलन मशीन) के माडल का, जिसके ब्रांड का नाम "एन" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/702 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल गेज प्रकार का लोड सेल आधारित अस्वचालित (व्यक्ति तोलन मशीन) तोलन उपकरण है। इसकी अधिकतम क्षमता 180 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आद्येयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आद्येयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टापिंग प्लेट के मुद्रांकित के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है। विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "इ" मान के लिए 500 से 10000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "इ" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू. एम. 21(168)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th May, 2004

S.O. 1340.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Appróval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Coin operated Person weighing machine) with digital indication of "SM-PWM" series of medium accuracy (accuracy class-III) and with brand name "Sun" (hereinafter referred to as the said model), manufactured by M/s. Sun-N-Moon Enterprises, MIG 102/3, Housing Board Colony, Bhavanipuram, Vijayawada-520012 and which is assigned the approval mark IND/09/2003/702;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Person weighing Machine) with a maximum capacity of 180 kg and minimum capacity of 2 Kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent substractive retained tare effect. It has coin operated ticket print out facility. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg and upto 2oo kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of $1x10^k$, $2 x10^k$ or $5x10^k$, where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(168)/2003]

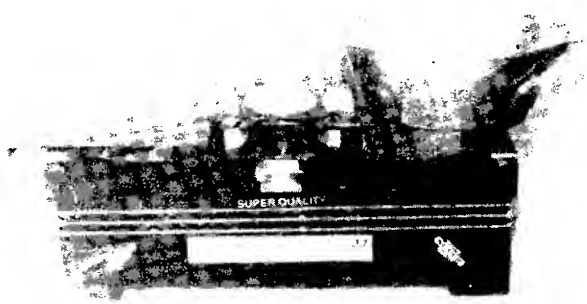
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 मई, 2004

का. आ. 1341.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विपुल स्केल इंडस्ट्रीज, शिवाजी नगर, सावरकुण्डला, गुजरात-364515 द्वारा विनिर्मित काउंटर मशीन के मॉडल का, जिसके ब्राण्ड का नाम "विपुल स्केल इण्डिया" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/506 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक काउंटर मशीन (यांत्रिक) है जिसकी अधिकतम क्षमता 5 कि.ग्रा. है।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. से 50 कि.ग्रा. तक की रेंज की अधिकतम क्षमता वाले हैं।

[फा.सं. डब्ल्यू. एम. 21(169)/2001]

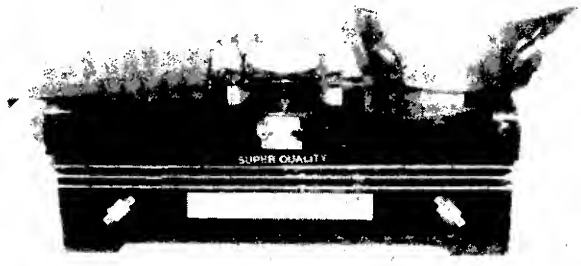
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th May, 2004

S.O. 1341.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of counter machine with brand name "VIPUL SCALE IND" (hereinafter referred to as the said model), manufactured by M/s. Vipul Scale Industries, Shivaji Nagar, Savarkundla, Gujarat-364515 and which is assigned the approval mark IND/09/2003/506.

The said model (see the figure given below) is a counter machine (Mechanical) with a maximum capacity of 5 kg.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the counter machine of same series with maximum capacity 500g to 50kg manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(169)/2001]

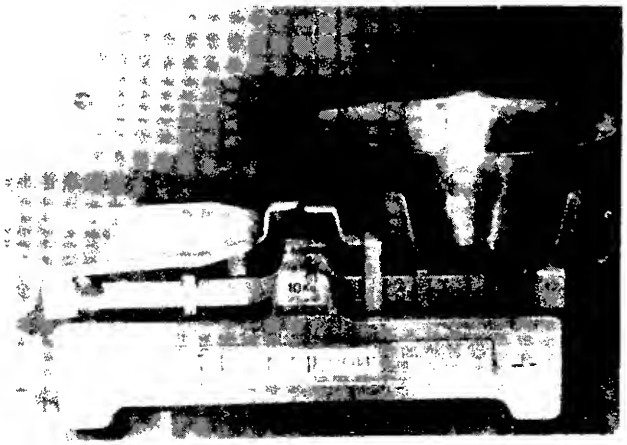
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 मई, 2004

का. आ. 1342.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईश्वर कृपा स्केल, शिवाजी नगर, सावरकुण्डला-363515 गुजरात द्वारा विनिर्मित काउंटर मशीन के मॉडल का, जिसके ब्राण्ड का नाम "ईश्वर कृपा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/201 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक काउंटर मशीन है जिसकी अधिकतम क्षमता 10 कि.ग्रा. है।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के काउंटर मशीन भी होंगे जो 500 ग्रा. से 50 कि.ग्रा. तक की रेंज की अधिकतम क्षमता वाले हैं।

[फा.सं. डब्ल्यू. एम. 21(82)/2003]

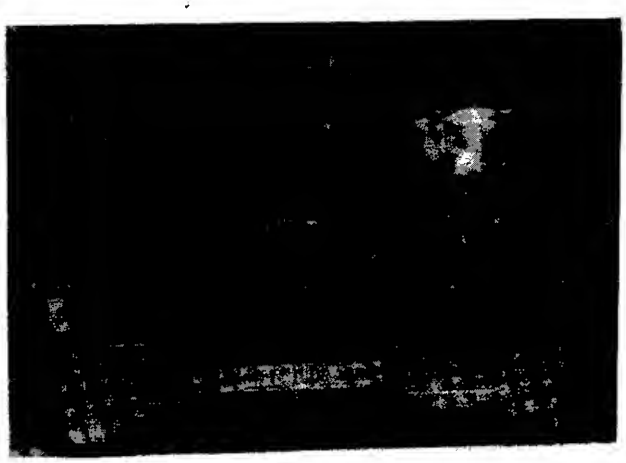
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th May, 2004

S.O. 1342.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Counter Machine with brand name "ISHWAR KRUPA SCALE" (hereinafter to as the said model), manufactured by M/s. Ishawar Krupa Scale, Shivaji Nagar, Savarkundla-364515 (Gujarat) and which is assigned the approval mark IND/09/2003/201;

The said model (see the figure given below) is a Counter Machine. The maximum capacity is 10 kg.



Further, in exercise of the power conferred by sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the Counter Machine of similar makes, accuracy and performance of the same series with maximum capacity ranging from 500 g to 50 kg, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

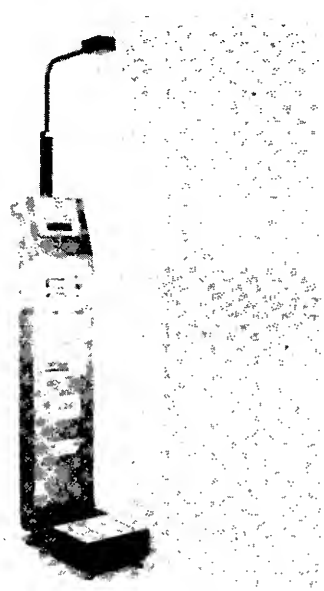
[F. No. WM-21(82)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 2 जून, 2004

का. आ. 1343.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलसीएस कन्ट्रोल्स प्राइवेट लिमिटेड, प्लाट सं. 34 और 35, पहली लिंक स्ट्रीट, नेहरू नगर, चेन्नई-600041 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ए डब्ल्यू-बी एम आई" शृंखला के अंकक सूचन सहित और प्रिन्ट आउट लेने की सुविधा के साथ हाइट सेंसर सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्राण्ड का नाम "कीप फिट" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/620 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित (व्यक्ति तोलन मशीन) तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आद्येयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आद्येयतुलन प्रभाव है। वजन तोलने और टिकट प्रिंट आउट सुविधा के साथ इसमें हाइट सेंसर भी है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबंद किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 1,00,00 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से 200 कि.ग्रा. तक अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{k}, 2×10^{k} या 5×10^{k}, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम. 21(136)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd June, 2004

S.O. 1343.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of non-automatic weighing instrument (Person weighing machine) with digital indication and height sensor with print out facility of "AW-BMI" series of medium accuracy (accuracy class-III) and with brand name "KEEPFIT" (herein referred to as the said model), manufactured by M/s. LCS Controls Private Limited, Plot No. 34 & 35, 1st Link Street, Nehru Nagar, Chennai-600041 and which is assigned the approval mark IND/09/2003/620.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Person weighing machine) with a maximum capacity of 150 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. It has height measurement sensor alongwith weighment and ticket print out facility. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above up to 50 kg and up to 200 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of $1x10^k$, $2 x10^k$ or $5x10^k$, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(136)/2003]

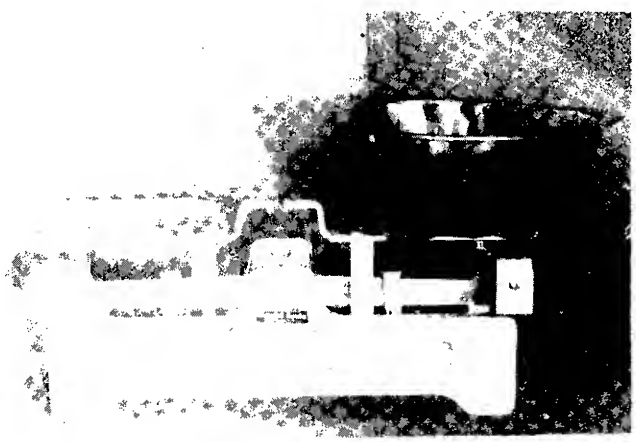
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 27 मई, 2004

का. आ. 1344.--केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कमल स्केल, पारेख वाडी, सावरकुण्डला-364515, गुजरात द्वारा विनिर्मित काउंटर मशीन के मॉडल का, जिसके ब्राण्ड का नाम "कमल स्केल उक्त है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/200 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक काउंटर मशीन है जिसकी अधिकतम क्षमता 10 कि.ग्रा. है।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के काउंटर मशीन भी होंगे जो 500 ग्रा. से 50 कि.ग्रा. तक की रेंज की अधिकतम क्षमता वाले हैं।

[फा.सं. डब्ल्यू. एम.- 21(83)/2003]

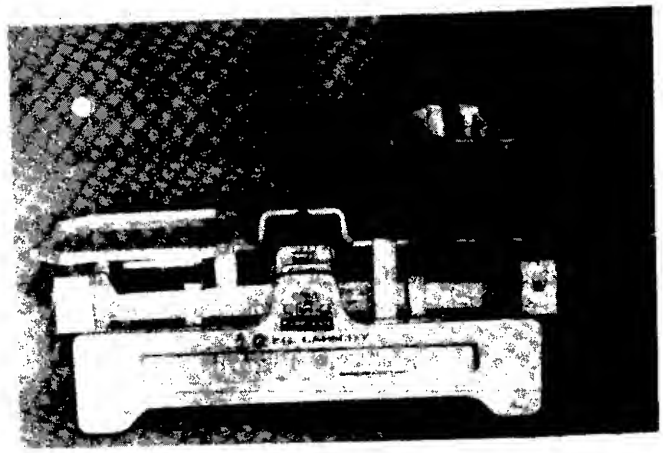
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th May, 2004

S.O. 1344.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Counter Machine with brand name "KAMAL SCALE" (herein referred to as the Model), manufactured by M/s. Kamal Scale Parekh Vadi, Savarkundla-364515 (Gujarat) and which is assigned the approval mark IND/09/2003/200.

The said model (see the figure given above) is a Counter Machine with maximum capacity of 10 kg.



Further, in exercise of the power conferred by Sub-section (12) of the said Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity ranging from 500g to 50kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(83)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 27 मई, 2004

का. आ. 1345.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 14543:2004 पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)-विशिष्टि (पहला पुनरीक्षण)	आईएस 14543:1998	30-04-2004

इस भारतीय मानक की प्रतियें भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. के प्र वि/13:2]

एस. के. चौधरी, उप महानिदेशक (मुहर)

BUREAU OF INDIAN STANDARDS

New Delhi, the 27th May, 2004

S.O. 1345.—In pursuance of clause (b) of Sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian hereby notifies that the Indian Standards particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 14534:2004 Packaged drinking water (other than packaged natural mineral water)—specification (First Revision)	IS 14543:1998	30-4-2004

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD/13:2]

S. K. CHAUDHURY, Dy. Director General (Marks)

नई दिल्ली, 28 मई, 2004

का.आ. 1346.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उप विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं०	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंस धारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु०	वर्ष
1	2	3	4	5	6	7	8	9
1.	9327178	2002/04	जाडिया पाइप्स (इंडिया) वीपीओ तलवंडी रूक्का जिला हिसार	जलकल और सीवर प्रयोजन हेतु इस्पात के पाइप	03589			2001
2.	9327279	2002/04	जगदम्बा प्लाईवुड भोजपुर रोड, गाँव तेजली यमुनानगर	ब्लॉक बोर्ड	01659			90
3.	9327380	2002/04	जगदम्बा प्लाईवुड भोजपुर रोड, गाँव तेजली यमुनानगर	सामान्य प्रयोजन हेतु प्लाईवुड	00303			89
4.	9327481	2002/01	वासु टेक लि०, पीओ संगवारी, जिला रेवाडी	बिजली के उपकरणों के लिए ज्वालासह आवरण	02148			81
5.	9327582	2002/04	नेशनल इंडस्ट्रीज अजय नगर, समीप एबीसी फैक्टरी चंडीगढ़ रोड, राजपुरा	द्रवचालित डोर क्लोजर	03564			95
6.	9327683	2002/04	शिंगारी मेकेनिकल्स 29, चंडीगढ़ रोड बलदेव नगर अम्बाला शहर	द्रवचालित डोर क्लोजर	03564			95
7.	9327784	2002/04	सुपर टिम्बर पोंटा साहिब रोड सम्मुख नीलम पेट्रोल पंप छछरौली रोड, जगाधरी-135003	समुद्री उपयोग हेतु प्लाईवुड	00710			76
8.	9327885	2002/04	अम्बालिका प्लाईवुड (प्रा) लि०, गाँव उद्यमगढ छछरौली रोड, जगाधरी	सामान्य प्रयोजन हेतु प्लाईवुड	00303			89
9.	9327986	2002/04	अम्बालिका प्लाईवुड (प्रा) लि०, गाँव उद्यमगढ छछरौली रोड, जगाधरी	ब्लॉक बोर्ड	01659			90
10.	9328079	2002/04	कम्बोज आर सी पी पाइप गाँव बल्लूआना अबोहर-मलौट रोड तहसील अबोहर, जिला फिरोजपुर	पूर्व ढलित कंक्रीट पाइप	00458			88
11.	9328180	2002/04	मून बेवरेजिज लि प्लॉट नं. 1388 लखनऊ-कानपुर रोड मेगावारी उन्नाव	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98

1	2	3	4	5	6	7	8	9
12.	9328281	2002/04	सुप्रीम सर्जिकल रोहतक-सोनीपत रोड, बोहर जिला रोहतक	हथकरघे से बनी अवशोषी अनिजर्मित सूती गॉज	00758			88
13.	9328382	2002/04	एचएमडी टैक्नोलोजिस गाँव नरसिंगपुर पुराना खाण्डसा रोड गुडगाँव	ए सी स्थैतिक वाट घंटामीर, वर्ग 1 और 2	13779			99
14.	9328483	2002/04	खण्डेलवाल केबल्स लि०, उद्योग नगर, वृन्दावन	निमज्ज मोटरों के वाइंडिंग तार भाग 4 अलग अलग तारों की विशिष्टि खंड 3 पोलिएस्टर तथा पोली-प्रोपाइलीन वाइंडिंग तार	08783	04	03	95
15.	9328584	2002/04	एस०जी० कंट्रोल एण्ड स्विचगियर्स 82 उद्योग विहार फेस 4, गुड़गाँव	विद्युत सहायक अंग-घरेलू और ऐसे ही संस्थापनों के लिए अति-धारा संरक्षण हेतु परिपथ वियोजक	08828			96
16.	9328685	2002/04	अलटेक स्विचगियर 517 फेस 5 उद्योग विहार गुड़गाँव	विद्युत सहायक अंग-घरेलू और ऐसे ही संस्थापनों के लिए अति-धारा संरक्षण हेतु परिपथ वियोजक	08828			96
17.	9328786	2002/04	जिन्दल आरसीसी पाइप इंडस्ट्रीज गाँव कॉरीवाडा, तहसील सरदुलगढ़, जिला मंसा	पूर्व ढलित कंक्रीट पाइप	00458			88
18.	9328887	2002/04	एम०आर० केबल्स गाँव मण्डौर नारायणगढ रोड अम्बाला शहर	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	00694			90
19.	9328988	2002/04	जय बालाजी प्लाईवुड इंडस्ट्रीज प्रा० लि० जटोला रोड़, गाँव सैदपुर जिला सोनीपत	परतचड़ी सजावटी प्लाइवुड	01328			96
20.	9329081	2002/04	रमन ज्वेलर्स 84 दि माल, शिमला-171001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	01417			99
21.	9329182	2002/04	धूप सिंह एण्ड संस प्रा० लि० प्लॉट नं० 1724 एम आई ई पार्ट बी, बहादुरगढ	सुवाह्य अग्निशामक पानी टाइप (गैस कारतूस)	00940			89
22.	9329283	2002/04	निर्मल पॉलिफेब (प्रा) लि० 2 किमी मील पत्थर दिल्ली रोड़ रेवाड़ी	पेयजल आपूर्ति हेतु गैर प्लास्टि-कृत पीवीसी पाइप	04985			2000
23.	9329384	2002/03	गोयल इंडस्ट्रियल कारपोरेशन 14/5 मथुरा रोड, फरीदाबाद	ब्लॉक बोर्ड	01659			90
24.	9329485	2002/04	एटलस फायर-टेक प्रा० लि०, जथी रोड एस.पी.कोल्ड स्टोर के पीछे कुण्डली जिला सोनीपत	अग्निशामक यंत्रों में प्रयोग के लिए गैस कार्टिज	04947			85

1	2	3	4	5	6	7	8	9
25.	9329586	2002/04	एन.एल. इंजीनियर्स प्रा. लि., सी-114 इंडस्ट्रियल एरिया, फेस 7, सास नगर	उत्पाद ग्रेड सी के लिए षटकोणीय शीर्ष वाले काबले, पेंच और ढिबरियाँ भाग 1 षटकोणीय शीर्ष वाले काबले	01363			92
26.	9329687	2002/04	घई ओवरसीज़ गाँव शिमला पिस्टौर किछा रोड़ रूद्रपुर जिला यू एस नगर	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
27.	9329788	2002/04	रामजीदास खानिजो एण्ड संस प्रा.लि., 77 एमआईई फेस 1 बहादुरगढ़ जिला झज्जर	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	00694			90
28.	9329889	2002/04	रामजीदास खानिजो एण्ड संस प्रा.लि., 77 एमआईई फेस 1 बहादुरगढ़ जिला झज्जर	पीवीसी रोधित (भारी कार्य) बिजली के केबल भाग 1 1100 वोल्ट तक की कार्यकारी वोल्टता के लिए	01554			88
29.	9329990	2002/04	सिंगला मोटर्स 5 किमी स्टोन कैथल रोड़ करनाल-132001	तीन फेजीय प्रेरण मोटर	00325			96
30.	9330066	2002/05	आईएफसीए बोटलिंग कं. लि., न्यू इंडस्ट्रियल एक्सटें. एरिया, गंग्याल जम्मू (तवी)-180010	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
31.	9330167	2002/04	एसोसिएटिड केबल्स कं., 76-बी उद्योग नगर, कानपुर	विद्युत संस्थापन के लिये कंडयूट भाग 3 कंडयूट विद्युत रोधक सामग्री के लिए दृढ़ सांग्र	09537			83
32.	9330268	2002/05	एन.एल. इंजीनियर्स प्रा. लि., सी-114 इंडस्ट्रियल एरिया, फेस 7, सास नगर	टावर काबले	12427			88
33.	9330369	2002/05	21वीं सेन्चुरी कंज्युमर हेल्थ केयर कं. गली न. 2 परमार्थ कॉलोनी शाह सतनाम सिंह जी मार्ग गाँव खाजा खेडा जिला सिरसा-125055	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
34.	9330470	2002/05	हिमालयन फोरेस्ट एण्ड एग्रो प्रॉडक्टस (प्रा०) लि०, गाँव बौटीवाला हरिपुर रामपुर घाट रोड़ पोंटा साहिब, जिला सिरमौर	सामान्य प्रयोजन हेतु प्लाईवुड	00303			
35.	9330571	2002/05	हिमालयन फोरेस्ट एण्ड एग्रो प्रॉडक्टस (प्रा०) लि०, गाँव बौटीवाला हरिपुर रामपुर घाट रोड़ पोंटा साहिब, जिला सिरमौर	ब्लॉक बोर्ड	01659			9

1	2	3	4	5	6	7	8	9
36.	9330672	2002/05	आर्यन इंटरप्राइजिज प्रा. लि., समीप कैप्टेन पेट्रोल पम्प सहारनपुर रोड, यमुनानगर	ब्लॉक बोर्ड	01659			90
37.	9330773	2002/05	आर्यन इंटरप्राइजिज प्रा. लि., समीप कैप्टेन पेट्रोल पम्प सहारनपुर रोड, यमुनानगर	सामान्य प्रयोजन हेतु प्लाईवुड	00303			89
38.	9330874	2002/05	गोयल इंडस्ट्रियल कारपोरेशन 14/5 मथुरा रोड, फरीदाबाद	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड सतहयुक्त पल्ले	02202	01		99
39.	9330975	2002/04	भारत स्टील ट्यूब्स लि., बीएसटी रोड, गन्नौर-131 101	संरचनात्मक उपयोग के लिए इस्पात के पाइप	01161			98
40.	9331068	2002/04	जोलसन मशीन टूल्स (रजि.) बाईपास अमृतसर रोड़ सम्मुख: सी.जे.एस. पब्लिक स्कूल जालंधर	धातुवर्ध्य ढलवां लोहे के पाइप फिटिंग	01879			87
41.	9331169	2002/05	गैलेक्सी प्लाईवुड इंडस्ट्रीज प्रा. लि., गाँव कामी माजरा रायपुर रोड, यमुनानगर	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड सतहयुक्त पल्ले	02202	01		99
42.	9331270	2002/05	एसोसिएटिड पेंटस एण्ड केमीकल्स गाँव रावबाली ढोगरी रोड जालंधर-144 004	सीमेंट रंग रोगन	05410			92
43.	9331371	2002/04	परताप वायर्स (इंडिया) प्रा. लि., वीपीओ सूरजपुर मोहल्ली (डामतल) जिला-काँगडा	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक	00398	02		96
44.	9331472	2002/05	वेटर होम प्रॉडक्टस 7-बी एचपीएसआईडीसी एरिया, बद्दी, जिला सोलन	विद्युत इस्तरी	00366			91
45.	9331573	2002/05	वेटर होम प्रॉडक्टस 7 -बी एचपीएसआईडीसी एरिया, बद्दी. जिला सोलन	घरेलू और समान विद्युत साधित्रों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं	00302	02		92
46.	9331674	2002/05	हिन्द इन्सुलेटिड केबल.कं., ए- 5 इंडस्ट्रियल एस्टेट, भटिंडा	1100 वाल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	00694			90
47.	9331775	2002/05	ओबरोय वुड इंडस्ट्रीज एम-15 इंडस्ट्रियल एरिया यमुनानगर	परतचढ़ी सजावटी प्लाईवुड	01328			96
48.	9331876	2002/05	वेद प्रकाश मित्तल एण्ड संस डब्ल्यू-91 इंडस्ट्रियल एरिया यमुनानगर	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड सतहयुक्त पल्ले	02202	01		99

1	2	3	4	5	6	7	8	9
49.	9331977	2002/04	श्री गोपाल उद्योग खजूरी रोड, वीपीओ शादीपुर यमुनानगर	परतचढ़ी सजावटी प्लाईवुड	001328			96
50.	9332070	2002/05	मेगा मेट्रिक्स शेड नं. 420 इंड. एरिया, फेस 1, पंचकुला	एलपीजी सिलिंडरों के लिए वाल्व फिटिंग	08737			95
51.	9332171	2002/05	महाराजा इजी.एण्ड इंवेस्टमेंट (पीबी) लि. ए-29 फेस 7 इंडस्ट्रियल एरिया मोहाली	ए.सी.स्थैतिक वाट घंटा मीटर वर्ग 1 और 2	13779			93
52.	9332272	2002/05	हरियाणा ईरिगेशन इक्यूप्मेंट क. प्रा. लि., 13 किमी गुडगाँव पटौदी रोड गुड़गाँव	सिंचाई तंत्र के छिडकाव यंत्र के लिए पॉलिईथाइलीन पाइप	14151	01		99
53.	9332373	2002/05	हरियाणा ईरिगेशन इक्यूप्मेंट क. प्रा. लि., 13 किमी गुडगाँव पटौदी रोड गुड़गाँव	सिंचाई तंत्र के छिडकाव युग्मक के लिए पॉलिईथाइलीन पाइप	14151	02		99
54.	9332474	2002/05	धूप सिंह एण्ड संस प्रा.लि. प्लॉट नं. 1724 एम आई ई पार्ट बी, बहादुरगढ़	सुवाह्य अग्निशामक यंत्र, शुष्क पाउडर	02171			85
55.	9332575	2002/05	धूप सिंह एण्ड संस प्रा.लि. प्लॉट नं. 1724 एम आई ई पार्ट बी, बहादुरगढ़	अग्निशामक यंत्रों में प्रयोग के लिए गैस कार्टिज	04947			85
56.	9332676	2002/05	स्वर्ण इंडिया टाइल्स क., डी-211 फेस 7 फोकल प्वांइट लुधियाना	चकोर दार सीमेंट कंक्रीट टाइलें	13801			93
57.	9332777	2002/05	लक्ष्मी इंडस्ट्रीज (यूनिट 2) एचए-55 फेस 6 फोकल प्वांइट होजरी कॉम्पलेक्स लुधियाना	ब्लॉक बोर्ड	01659			90
58.	9332878	2002/05	लक्ष्मी इंडस्ट्रीज (यूनिट 2) एचए-55 फेस 6 फोकल प्वांइट होजरी कॉम्पलेक्स लुधियाना	सामान्य प्रयोजन हेतु [illegible]	00303			89
59.	9332979	2002/05	महेश्वरी एप्पलायंसिस प्रा. लि., वीपीओ जमशेर जिला जालंधर	एक फेज लघु [illegible] सर्विस बिजली [illegible]	00996			79
60.	9333072	2002/05	महेश्वरी एप्पलायंसिस प्रा. लि., वीपीओ जमशेर जिला जालंधर	डेजर्ट कूलर के लिए पम्पसेट	11951			87
61.	9333173	2002/05	महाशक्ति कंडक्टर्स प्रा. लि., ए-8 फोकल प्वाइंट डबवाली रोड़, भटिंडा	ए.सी.स्थैतिक वाट घंटा मीटर वर्ग 1 और 2	13779			93
62.	9333274	2002/05	आर.डी. प्लाईवुड इंडस्ट्रीज ओ-8 इंडस्ट्रियल एरिया यमुनानगर 131 001	ब्लॉक बोर्ड	01659			90

1	2	3	4	5	6	7	8	9
63.	9333375	2002/05	आर.डी.प्लाईवुड इंडस्ट्रीज ओ-8 इंडस्ट्रियल एरिया यमुनानगर 135 001	सामान्य प्रयोजन हेतु प्लाईवुड	00303			89
64.	9333476	2002/05	स्वास्तिक पाइप लि., गाँव कोतवन कोसीकलां, एनएच-2, 97 मील पत्थर दिल्ली-मथुरा रोड, तहसील छत्ता मथुरा	यान्त्रिक और सामान्य प्रयोजनों के लिए इस्पात के पाइप	03601			84
65.	9333577	2002/05	स्वास्तिक पाइप लि., गाँव कोतवन कोसीकलां, एन एच-2, 97 मील पत्थर दिल्ली-मथुरा रोड, तहसील छत्ता मथुरा	संरचनात्मक उपयोग के लिए इस्पात के पाइप	01161			98
66.	9333678	2002/05	चन्द्रा मेटल्स प्रा.लि., 1 और 2 मोनरको इंड. एस्टेट, तेलियर गंज इलाहाबाद 211 004	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक	00398	04		96
67.	9333779	2002/05	चन्द्रा मेटल्स प्रा.लि., 1 और 2 मोनेरको इंड. एस्टेट, तेलियर गंज इलाहाबाद 211 004	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक	00398	02		96
68.	9333880	2002/05	ओसवाल इलैक्ट्रिकल्स पम्प्स 71/3 मील पत्थर दिल्ली साइड जी.टी. रोड, करनाल 132 001	निमज्जनीय पम्पसैट	08034			89
69.	9333981	2002/05	प्रधान इंडस्ट्रीज ग्लोब कॉलोनी इंडस्ट्रियल एरिया जालंधर शहर	धातुवर्ध्य ढलवां लोहे के पाइप फिटिंग	01879			87
70.	9334074	2002/05	सूर्या शक्ति वेस्सल्स प्रा लि., गाँव डीग असोती रेलवे स्टेशन रोड़, बल्लभगढ़	अल्पदाब द्रवणीय गैसों के लिए 5-लिटर से अधिक जलक्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर	03196	01		92
71.	9334175	2002/05	एस.एस. केबल्स इंडस्ट्रीज, ई-704 फोकल प्वाइंट फेस 8, लुधियाना	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	00694			90
72.	9334276	2002/05	एस.एस. केबल्स इंडस्ट्रीज, ई-704 फोकल प्वाइंट फेस 8, लुधियाना	पीवीसी रोधित (भारी कार्य) बिजली के केबल भाग 1 1100 वोल्ट तक की कार्यकारी वोल्टता के लिए	01554	01		88
73.	9334377	2002/05	अकाल कास्टिंग (प्रा) लि. गाँव भमियाँ खुर्द ताजपुर रोड, लुधियाना 141011	अपशिष्ट और संवातन के लिए रेत के साँचों में ढले लोहे के स्पिगॉट और सॉकेट पाइप फिटिंग और सहायकांग	01729			79
74.	9334478	2002/05	विकास मिनरल फूडस प्रा. लि., गाँव ककराली रामगढ़ मुबारकपुर रोड तहसील डेराबस्सी, जिला पटियाला	बोतलबन्द प्राकृतिक खनिज जल	13428			98

1	2	3	4	5	6	7	8	9
75.	9334579	2002/05	के सन इलैक्ट्रिकल्स, 81-82, गुरू गोबिन्द सिंह नगर, बटाला रोड, अमृतसर	एक फेज लघु ए.सी. और सर्विक बिजली की मोटर	00996			79
76.	9334680	2002/05	सूर्या पैनल्स एण्ड बोर्डस (प्रा) लि., 16 किमी मील पत्थर, गाँव खरवर, दिल्ली रोड, रोहतक	पतरचढ़ी सजावटी प्लाईवुड	01328			96
77.	9334781	2002/05	नैन रबड़ इंडस्ट्रीज, प्लॉट नं. 178, सैक्टर 3, एचएसआईडीसी, करनाल 132001	V-पट्टे औद्योगिक प्रयोजन के लिए निरन्त V-पट्टे भाग 1 सामान्य प्रयोजन	02494	01		94
78.	9334882	2002/05	चावला फायर प्रोटेक्शन इंजीनियर्स 2095, एम आई ई, बहादुरगढ़	यांत्रिक झाग वाले सुवाह्य अग्निशामक यंत्र	10204			82
79.	9334983	2002/05	ए.आर. पॉलिमर्स प्रा.लि., बी-29, इंडस्ट्रियल एरिया, मालवन फतेहपुर	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड सतहयुक्त पल्ले	02202	01		99
80.	9335076	2002/05	सत्यम इंडस्ट्रीज, सी-62, 63, दूसरा फेस, इंड. एरिया, ओरई	सीमेंट कंक्रीट की फर्श बिछाने वाली टाइलें	01237			80
81.	9335177	2002/05	मेगा मेट्रिक्स शेड नं. 420, इंड. एरिया, फेस 1, पंचकुला	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
82.	9335278	2002/05	हरियाणा कॉयर प्रॉडक्टस प्रा. लि., 75, शेरशाह रोड, कुंडली जिला सोनीपत	कुशनिंग के लिए रबड़ चढे नारियल जटा की शीट	08391			87
83.	9335379	2002/05	नव भारत पाइप्स बरनाला रोड रामपुरा फुल, तहसील फुल, जिला भटिंडा	पूर्व ढ़लित कंक्रीट पाइप	00458			88
84.	9335480	2002/05	सेफवे इलैक्ट्रिकल इंडस्ट्रीज (प्रा.) लि., प्लॉट न. 78, न्यू डीएलएफ, इंड. एरिया, फरीदाबाद-121003	झिरीदार बत्ती उपकरण भाग 5 बत्ती उपकरण की विशिष्टि खंड 1	10322	05	01	85
85.	9335581	2002/05	सेफवे इलैक्ट्रिकल इंडस्ट्रीज (प्रा.) लि., प्लॉट न. 78, न्यू डीएलएफ इंड. एरिया, फरीदाबाद-121003	झिरीदार बत्ती उपकरण भाग 5 बत्ती उपकरण की विशिष्टि खंड 3 सड़कों के लिए बत्ती उपकरण	10322	05	03	85
86.	9335682	2002/95	एम.डी. इंटरप्राइजिज, वीपीओ पोलियान प्रोहितन, तहसील अम्ब, जिला उना	फिनोलिक टाइप रोगाणुनाशी द्रव	01061			97

1	2	3	4	5	6	7	8	9
87.	9335783	2002/05	चावला फायर प्रॉटेक्शन इंजीनियर्स, 2095, एमआईई, बहादुरगढ़	सुवाह्य अग्निशामक शुष्ट पाउडर टाइप (भंडारित दाब)	13849			93
88.	9335884	2002/05	चावला फायर प्रॉटेक्शन इंजीनियर्स, 2095, एमआईई, बहादुरगढ़	अग्निशामक कार्बन डाईऑक्साइड (सवाह्य और ट्राली आरोपित)	02878			86
89.	9335985	2002/06	दि ताज इंडस्ट्रीज, 68 मीलपत्थर एनएच-8 दिल्ली-जयपुर हाइवे, गाँव कापरीवास, पीओ हीरो हाँडा, मालपुरा, रेवाड़ी	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
90.	9336078	2002/05	हाई क्लास पाइप फिटिंग्स वर्क्स, बेकसाइड इंडस्ट्रियल एस्टेट बाइपास, जालंधर 144004	धातुवर्ध्य ढलवां लोहे के पाइप फिटिंग	01879			87
91.	9336179	2002/06	कंवर राज एण्ड कम्पनी (प्रा) लि., प्लॉट नं. 167, सेक्टर 25, फरीदाबाद	पानी के भंडारण के लिए पानी की टंकियाँ	12701			86
92.	9336280	2002/06	श्रीजी डिस्टिल वॉटर प्लांट, 641, नन्दगाँव रोड, कोसीकलां, मथुरा	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
93.	9336381	2002/06	एटलस फायर-टेक प्रा. लि., जथी रोड, एसपी कोल्ड स्टोर के पीछे, कुडली, जिला सोनीपत	अग्निशामक कार्बन डाईऑक्साइड (सुवाह्य और ट्राली आरोपित)	02878			86
94.	9336482	2002/06	एटलस फायर-टेक प्रा. लि., जथी रोड, एसपी कोल्ड स्टोर के पीछे, कुण्डली, जिला सोनीपत	सुवाह्य अग्निशामक शुष्ट पाउडर टाइप (भंडारित दाब)	13849			93
95.	9336583	2002/06	निपों इन्वेस्टमेंट (प्रा) लि., (यूनिट 2) प्लॉट न. 21, इंड. एरिया, फेस 1, पंचकुला	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
96.	9336684	2002/05	वीसन वाल्व्स प्रा. लि., सोडल रोड, जालंधर 144004	सामान्य प्रयोजन बाल वाल्व	09890			81
97.	9336785	2002/06	किसान जिं (इंडिया) प्रा. लि., 281-ए, ईस्ट मोहन नगर, अमृतसर 143006	जिंक सल्फेट हैप्टाहाईड्रेट, कृषि ग्रेड	08249			94
98.	9336886	2002/05	देव प्लास्ट प्राइवेट लिमिटेड, सी-15, यूपीएसआईडीसी इंडस्ट्रियल एरिया, नैनी, इलाहाबाद	बोर नलकूपों के लिए अनम्यकृत पीवीसी जाली और आवरक पाइप	12818			92
99.	9336987	2002/05	अरूणेल्श इंडस्ट्रीज, 2051-52, एमआईई, बहादुरगढ़	बिजली के वाटर हीरों में प्रयोग हेतु तापस्थापी	03071			85
100.	9337080	2002/05	गोयल इंडस्ट्रीज कारपोरेशन, 14/5, मथुरा रोड, फरीदाबाद	सामान्य प्रयोजन हेतु प्लाईवुड	00303			89

1	2	3	4	5	6	7	8	9
101.	9337181	2002/06	धूप सिंह एण्ड संस प्रा.लि., प्लॉट नं. 1724, एम आई ई पार्ट बी, बहादुरगढ़	सुवाह्य अग्निशामक शुष्ट पाउडर टाइप (भंडारित दाब)	13849			93
102.	9337282	2002/06	धूप सिंह एण्ड संस प्रा. लि., प्लॉट न. 1724, एम आई ई पार्ट बी, बहादुरगढ़	यांत्रिक झाग वाले सुवाह्य अग्निशामक यंत्र	10204			82
103.	9337383	2002/06	चेनाब सीमेंट लि., करथोली बारी ब्राहमण, जम्मू	पोर्टलैंड पोजोलाना सीमेंट	01489	02		91
104.	9337484	2002/06	भवानी सीमेंट इंडस्ट्रीज, करथोली बारी ब्राहमण, जम्मू	पोर्टलैंड पोजोलाना सीमेंट	01489	02		91
105.	9337585	2002/06	वारूनी इंडस्ट्रीज, प्लॉट न. 32, आनन्द पुरी, बसंत विहार, लुधियाना	घरेलू सिलाई मशीन	01610			2000
106.	9337686	2002/05	इंडिया पेस्टीसाइडस लि., यूपीएसआईडीसी इंड. एरिया, प्लॉट न. ई-18-23, देवा रोड, चिन्हात, लखनऊ	लिंडेन पाउडर	14833			2000
107.	9337787	2002/06	गेलैक्सी प्लाईवुड इंडस्ट्रीज (प्रा) लि., गाँव कामी माजरा, खजुरी रोड, यमुनानगर 135001	कंक्रीट शटरिंग कार्य के लिए प्लाईवुड	04990			93
108.	9337888	2002/06	भिवानी इंडस्ट्रीज प्रा. लि., गाँव अजनली, बैकसाइड फोकल प्वाइंट, जी.टी. रोड, मंडी गोविन्दगढ, जिला फतेहगढ़ साहिब	संरचनात्म उपयोग के लिए इस्पात की नलिकाएं	01161			98
109.	9337989	2002/06	सलिको ट्रेडिंग कारपोरेशन, प्लॉट न. 40, इंडस्ट्रियल एरिया, सैक्टर 1, परवानू	एलपीजी सिलिंडरों के लिए वाल्व फिटिंग	08737			95
110.	9338082	2002/06	सैनिक फाइनेंस, गाँव जलियावास, तहसील बावला, जिला रेवाड़ी	पोर्टलैंड पोजोलाना सीमेंट	01428	02		91
111.	9338183	2002/06	एस.जी. कंट्रोल एण्ड स्विचगियर्स, 82, उद्योग विहार, फेस 4, गुडगाँव	अल्पवोल्टता स्विचगियर और कंट्रोल गियर	13947	05	01	93
112.	9338284	2002/06	वीआरसी इंटरप्राइजिज प्रा.लि., ई-7, यूपीएसआईडीसी इंड.एरिया, चिन्हात, लखनऊ	गहराई से पानी निकालने के लिए हथबरमें घटक -	14102			94

1	2	3	4	5	6	7	8	9
113.	9338385	2002/06	वीआरसी इंटरप्राइजिज प्रा.लि., ई-7, यूपीएसआईडीसी इंड.एरिया, चिन्हात, लखनऊ	गहराई से पानी निकालने के लिए हथबर में घटक - मृदु इस्पात	14103			94
114.	9338486	2002/06	एटलस फायर-टेक प्रा.लि., जती रोड, एस.पी. कोल्ड स्टोर के पीछे, कुंडली, जिला सोनीपत	सुवाह्य अग्निशामक पानी टाइप (गैस कारतूस)	00940			89
115.	9338587	2002/06	एटलस फायर-टेक प्रा.लि., जती रोड, एस.पी. कोल्ड स्टोर के पीछे, कुंडली, जिला सोनीपत	सुवाह्य अग्निशामक यंत्र, शुष्क पाउडर	02171			85
116.	9338688	2002/06	एटलस फायर-टेक प्रा.लि., जती रोड, एस.पी. कोल्ड स्टोर के पीछे, कुंडली, जिला सोनीपत	यांत्रिक झाग वाले सुवाह्य अग्निशामक यंत्र	10204			82
117.	9338789	2002/06	ईपीआई स्विचगियर्स (प्रा.) लि., प्लॉट नं. 22, इंड. एरिया, फेस 1, पंचकुला	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
118.	9338890	2002/06	प्लास्ट इंडिया, 25, बीएफ इंडस्ट्रियल एस्टेट, पीबी नं. 29, बटाला	ठंडे पानी कार्यों के लिए प्लास्टिक संतुलन फ्लोट वाल्स	12234			88
119.	9338991	2002/06	जे.डी. इलैक्ट्रिकल्स प्रा. लि., सी-21 साइट 4, पनकी इंड एरिया, कानपुर	फ्लोरोसेंट बल्ब हेतु बलास्ट (चोक)	01534	01		77
120.	9339084	2002/06	शक्ति एप्लायंसेस, गाँव कनवारा, पीओ नचोली, फरीदाबाद	द्र पे गैस के साथ प्रयुक्त घरेलू गैस चूल्हा	04246			92
121.	9339185	2002/06	हिन्द उद्योग प्लॉट नं. 2314, एमआईई अरबन एस्टेट, बहादुरगढ़	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
122.	9339286	2002/07	आर.पी. गैस इक्यूपमेंट्स, डी-4/बी-1, पनकी इंडस्ट्रियल एरिया, साइट 1, कानपुर	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
123.	9339387	2002/06	आर.पी. गैस इक्यूपमेंट्स, डी-4/बी-1, पनकी इंडस्ट्रियल एरिया, साइट 1, कानपुर	एलपीजी सिलिंडरों के लिए वाल्व फिटिंग	08737			95
124.	9339488	2002/07	इन्टेल सेफ्टी डिवाईसेस (प्रा.) लि., 25, एचएसआईडीसी इंड. एरिया, अम्बाला छावनी	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
125.	9339589	2002/06	ईपीआई ऑटोमेशन (प्रा) लि., 371, इंडस्ट्रियल एरिया, फेस 1, चंडीगढ़	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95

1	2	3	4	5	6	7	8	9
126.	9339690	2002/06	इलैक्ट्रोनिक प्रॉडक्टस ऑफ इंडिया, 373, इंडस्ट्रियल एरिया, फेस 1, चंडीगढ़-160002	द्रवित पैट्रोलियम गैस (द्रपेगै) मिश्रण के उपयोग के लिए अल्पदाब रेग्यूलेटर	09798			95
127.	9339791	2002/06	एम डी इंटरप्राइजिज, वीपीओ पोलियां प्रोहितन, तहसील अम्ब, जिला उना	नेफ्थलेन	00539			74
128.	9339892	2002/06	सूर्या प्रेस-मेट (प्रा) लि., बडखल पाली रोड, भाँकरी, फरीदाबाद	नोदक टाइप ए.सी. संवातन पंखे	02312			67
129.	9339993	2002/07	राधा वाल्व्स, 10 किमी इंडस्ट्रियल एरिया, फेस 1, चंडीगढ़	एलपीजी सिलिंडरों के लिए वाल्व फिटिंग	08737			95
130.	9340069	2002/07	कृष्णा वाल्व्स एण्ड रेग्यूलेटर्स, 10 किमी इंडस्ट्रियल एरिया, फेस 1, चंडीगढ़	एलपीजी सिलिंडरों के लिए वाल्व फिटिंग	08737			95
131	9340170	2002/05	किसान एग्रीकल्चर इंडस्ट्रीज, जी.टी. रोड, लाम्बा पिंड चौक बाई पास, जालंधर	साफ और ठंडे पानी के लिए क्षैतिज अपकेन्द्री पम्प भाग 1 कृषि और ग्रामीण जलपूर्ति प्रयोजन के लिए	06595	01		93
132.	9340271	2002/07	क्लियर वॉटर सिस्टम्स, प्लॉट नं. 160, इंडस्ट्रियल एरिया, फेस 2, पंचकुला	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
133.	9340372	2002/07	यूनाइटेड टिम्बर वर्क्स, गांव पंसोरा, सहारनपुर रोड, यमुनानगर	ब्लॉक बोर्ड	01659			90
134.	9340473	2002/07	त्रिवेणी टिम्बर कं., थाना सदर के पीछे, समीप अग्रसेन चौक, जगाधरी-135003	सामान्य प्रयोजन हेतु प्लाईवुड	00303			89
135.	9340574	2002/07	त्रिवेणी टिम्बर कं., थाना सदर के पीछे, समीप अग्रसेन चौक, जगाधरी-135003	ब्लॉक बोर्ड	01659			90
136.	9340675	2002/06	गंगा डेरी रामघाट रोड, अतरौली, अलीगढ़	मलाई रहित दूध पाउडर	13334	01		98
137.	9340776	2002/07	पुरुषोत्तम वाल्व इंडस्ट्रीज, डी-4/बी-2,पनकी इंडस्ट्रियल एरिया, साइट-1, कानपुर-208022	एलपीजी सिलिंडरों के लिए वाल्व फिटिंग	08737			95

1	2	3	4	5	6	7	8	9
138.	9340877	2002/06	टीटीएल लिमिटेड, 14-3, मथुरा रोड, फरीदाबाद-121003	ए.सी. वाट घंटा मीटर	13010			90
139.	9340978	2002/06	सरपंच आर.सी.सी. पाइप इंडस्ट्री, मन्सा रोड, सरदुलगढ, जिला मन्सा	पूर्व ढ़लित कंक्रीट पाइप	00458			88
140.	9341071	2002/07	क्राउन ईएनटी इंटरप्राइजिज, (प्रा) लि., सण्डीला मनधाना बिथजोर रोड, कानपुर	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
141.	9341172	2002/07	गौरी केबल्स प्रा. लि., एडमिनिस्ट्रेटिव ब्लॉक इंड. एस्टेट, सी.बी. गंज, बरेली	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबलें	00694			90
142.	9341273	2002/07	वीआरसी इंटरप्राइजिज प्रा.लि., ई-7, यूपीएसआईडीसी इंड. एरिया, चिन्हात, लखनऊ	गहराई से पानी निकालने के हथबरमे घटक नाइटाइल रबड	14104			94
143.	9341374	2002/07	राजेश्वरी स्पन पाइप कं., गोपाल कुज, सैदपुर-233304 जिला गाजियाबाद	पूर्व ढ़लित कंक्रीट पाइप	00458			88
144.	9341475	2002/07	डायनेमिक पेट्रो प्रॉडक्टस लि., प्लॉट नं. 4, सेक्टर 3, इंडस्ट्रियल एरिया, परवानू, जिला सोलन	पेयजल आपूर्ति हेतु सीवरोचित पीवीसी फिटिंग	10124	01		88
145.	9341576	2002/06	काश्मीर स्पन पाइप एण्ड एलाइड इंडस्ट्रीज., प्लॉट नं. 40 फेस 3, इंडस्ट्रियल एरिया, गंगयाल जम्मु	पूर्व ढ़लित कंक्रीट पाइप	00458			88
146.	9341677	2002/07	जे.एन. सॉकेटिड सीमेंट पाइप वर्क्स, गांव भाम्रोला, पोस्ट बजवारा, 5 किमी. रुद्रपुर किछारोड, जिला यू एस नगर	पूर्व ढ़लित कंक्रीट पाइप	00458			88
147.	9341778	2002/07	श्री श्यामजी कंडक्टर्स, गांव मंडा, पीओ भोजीपुरा, बरेली	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम चालक	00398	04		94
148.	9341879	2002/07	अग्रवाल केबल्स, मालगोदाम रोड, फैजाबाद-224001	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम चालक	00398	04		94
149.	9341980	2002/07	महावीर इंडस्ट्रीज, गांव भारजावनू, पी.ओ. जगन, तह. सुन्दरनगर, जिला मण्डी	घरेलू सिलाई मशीन	01610			2000
150.	9342073	2002/07	दून सीमेंट फेब्रिकेशन, गांव बग्गूवाला, पी.ओ. बरोतीवाला, तह. कसौली, जिला सोलन	पूर्व ढलित कंक्रीट पाइप	00458			88

1	2	3	4	5	6	7	8	9
151.	9342174	2002/07	के.ई.आई. (इलेक्ट्रिकल) प्रा.लि., जी.टी. रोड, सम्मुख जीएनबीएल कॉलेज फार ह्यूमेन, फगवाड़ा	एसी स्थैतिक वाट घंटा मीटर, वर्ग 1 और 2	13779			99
152.	9342275	2002/07	आसफा ब्राउन बोवेरी लि., 32, इंडस्ट्रियल एरिया, एनआईटी, फरीदाबाद	विद्युत उपकरणों के लिए	02148			81
153.	9342376	2002/07	अल्ट्रा हाइजीनिक प्योर वाटर गांव सनौर, देवीगढ़ रोड, समीप दशमेश नर्सरी, पीओ सप्पेरा जिला पटियाला	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
154.	9342477	2002/07	स्मृति प्रॉडक्टस प्रा. लि., 55 किमी स्टोन स्टेट हाइवे, पंचकुला रोड, साहा, जिला अम्बाला	दूध पाउडर	01165			92
155.	9342578	2002/06	ए.एम. टेक्नोलॉजिज, 206, इंडस्ट्रियल एरिया फेस 2, पंचकुला	अस्पताल के लिए रोगी शय्या	05029			79
156.	9342679	2002/06	एसोसिएटिड ग्रुप ऑफ इंजीनियर्स, सीमेंट मिल करथोली, बारी ब्राहमण, जिला जम्मू	पोर्टलैंड पोजालाना सीमेंट	01489	02		91
157.	9342780	2002/07	अम्बिका प्लाईवुड इंड. (प्रा) लि., गांव इन्दरपुर, तह. बिलासपुर जिला रामपुर	परतचढ़ी सजावटी प्लाईवुड	01328			96
158.	9342881	2002/07	स्कोलास्ट (इंडिया) (प्रा) लि., ई-19, इंडस्ट्रियल एरिया पनकी साइट 1, कानपुर-208 022	सीधे संचकित तले के साथ चमड़े के जूते	11226			93
159.	9342982	2002/07	प्राइड इंडस्ट्रियल वाल्व्स. जी.टी. रोड बाईपास, समीप पठानकोट चौक, जालंधर-144004	जलकल प्रयोजन हेतु ताम्बा मिश्रधातु के गेट, ग्लोब और चक वाल्व	00778			84
160.	9343075	2002/07	जयको स्टील फास्टनर्स लि., प्लॉट न. 269, सेक्टर 24, फरीदाबाद	उत्पाद ग्रेड ''ए'' और ''बी'' के षटकोणीय शीर्ष काबले पेंच और ढिबरियाँ - भाग 1 षटकोणीय शीर्ष काबले (साइज रेंज एम 1.6 से 64 तक)	01364	01		83
161.	9343176	2002/07	अमर सीमेंट्स, सिकोप इंडस्ट्रियल एरिया, कथुआ हटलीमोर, जे एण्ड के	पोर्टलैंड पोजालाना सीमेंट	01489	02		91
162.	9343277	2002/07	असम वुड एण्ड एलाइड प्रॉडक्टस गाँ, मकराबपुर पीओ ऊधमगढ़, जगाधरी-135003	ब्लॉक बोर्ड	01659			90

1	2	3	4	5	6	7	8	9
163.	9343378	2002/07	राजेश एंड क., एनए 421 होशियारपुर रोड. सन्तोखपुर जालंधर, 144004	बिजली के छत के पंखे	00374			79
164.	9343479	2002/06	श्री महेश फाउंड्री, 34 इंड एक्सटें एरिया, हाटलीमोर कथुआ, जे एंड के- 184102	अपशिष्ट और संवातन के लिए रेत के सांचों में ढलें लोहे के सिपगॉट और सॉकेट पाइप, फिटिंग और सहायकांग	01729			79
165.	9343580	2002/07	पंजाब पेस्टीसाइड्स इंड. को ऑप सोसाइटी लि., गाँव खानपुर खरार, जिला रोपड़	मेथाइल पेराथियॉन	02865			78
166.	9343681	2002/07	क्रिस्टल फासफेट लि., वीपीओ नाथुपुर जिला सोनीपत	डाईक्लोरवॉस ई सी	05277			78
167.	9343782	2002/07	क्रिस्टल फासफेट लि., वीपीओ नाथुपुर जिला सोनीपत	मोनोक्रोटोफास एस एल	08074			90
168.	9343883	2002/07	क्रिस्टल फासफे लि., जी टी करनाल, रोड वीपीओ नाथुपुर, जिला सोनीपत	साइपर मेथ्रीन ई सी	12016			87
	9343984	2002/07	क्रिस्टल फासफेट लि., वीपीओ नाथुपुर, जिला सोनीपत	क्लोरपाइरिफस ई सी	08944			78
170.	9344077	2002/07	चन्द्रा स्पन पाइप क., गाँव सीकरी पियाला रोड, बल्लभगढ़, फरीदाबाद	पूर्व ढ़लित कंक्रीट पाइप	00458			88
171.	9344178	2002/07	सुपर एप्लायंसेस, गाँव कंवरा, पीओ गौंचोली, फरीदाबाद	द्र पे गै के साथ प्रयुक्त घरेलू गैस चूल्हा	04246			92
172.	9344279	2002/07	वीसन वाल्वस प्रा. लि., सोडल रोड, जालंधर-144044	बटरफ्लाई वाल्व	13095			91
173.	9344380	2002/07	भगवान दास कुलवंत राय जैन भगतपुर समीप दोआबा चौक जालंधर 144044	जलकल प्रयोजन हेतु स्लूस वाल्व	14846			2000
174.	9344481	2002/07	हीइंग इंडिया प्रा. लि., मंजूरगढ़ी अलीगढ़ 202081	मलाई रहित दूध पाउडर	13334	01		98
175.	9344582	2002/07	अग्रवाल स्टील्स 139 इंडस्ट्रियल एरिया फेस 1, पंचकुला	टावर बोल्टस	00204	01		91
176.	9344683	2002/07	अनुभव प्लांट प्रा लि., बी -4 यूपीएसआईडीसी इंड. एस्टेट साइट न. 1 रनिया कानपुर	शिरोपरि पावर लाइनों के लिए इस्पात के गोल खम्बे	02713	01		80

1	2	3	4	5	6	7	8	9
177.	9344784	2002/07	प्रकाश डीजल (प्रा) लि. 1656/1683 नाराइच हाथरस रोड आगरा 282006	कृषि प्रयोजनों (20 कि वाट तक) के लिए एक समान गति वाले संपीडन प्रज्वलन (डीजल इंजनों) की कार्यकारिता अपेक्षाएं	11170			85
178.	9344885	2002/07	ब्राक एल्युमीनियम इंडस्ट्रीज बटिंडा रोड सुनाम 148028	घरेलू प्रेशर कुकर	02347			95
179.	9344986	2002/07	जे.पी. इंडस्ट्रियल कारपोरेशन आउटसाइड ओहरी गेट बटाला	अपशिष्ट और संवातन के लिए रेत के सांचों में ढले लोहे के सिपगॉट और सॉकेट पाइप, फिटिंग और सहायकांग	01729			79
180.	9345079	2002/07	आर के इंडस्ट्रीज तलवाडा रोड सरहिन्द साइड मंडी गोबिन्द गढ़ जिला फतेहगढ़ साहिब 147301	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्धापित इस्पात सरिए और तार	01786			85
181.	9345180	2002/07	जय अम्बे इंडस्ट्रीज गाँव सेहज्ना कंठ रोड, शाहजानपुर	पूर्व ढ़लित कंक्रीट पाइप	00458			88
182.	9345281	2002/07	भवानी इंडस्ट्रीज, गाँव अंजली बैकसाइड फेकल प्वाइंट जी.टी. रोड मंडी गोबिंदगढ़ जिला फतेहगढ साहिब	विद्युत संस्थापन के लिये कंडयूट भाग 3 कंडयूट विद्युत रोधक सामग्री के लिए दृढ़ सांग्र कंडयूट	09537	02		81
183.	9345382	2002/07	चौ. शंकर शाह ईशर दास साउथ एक्स., शॉप न. 103 जैन बाजार जम्मू	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417			99
184.	9345483	2002/07	जी विलियम्स फेब्रिकेशन प्रा.लि. 15वाँ एम.एस. मथुरा रोड फरीदाबाद 121002	सेन्ट्रीफ्युजल डिलीवरी वाल्व	04923			97
185.	9345584	2002/08	महान फूड्स लि., गाँव कुंजा रामपुर रोड पोंटासाहिब	मीठी पेस्ट्री का मलाई रहित दूध पाउडर	12299			98
186.	9345685	2002/08	बैन्स इलैक्ट्रिक गाँव चिहेरू, तहसील फगवाड़ जिला कपुरथला	विद्युत लैम्प	00418			78
187.	9345786	2002/07	शिव हरि प्लाईवुड लि. 4.4 किमी स्टोन काशीपुर रोड जसपुर 244712	कंकरीट शटरिंग कार्य के लिए प्लाईवुड	04990			93
188.	9345887	2002/07	आई पी मिनरल्स वॉटर प्रा. लि., दाबुरजी मन्नावाले खुर्द रोड, अमृतसर	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98

1	2	3	4	5	6	7	8	9
189.	9345988	2002/07	क्रिस्टल फासफेट लि., जी.टी. करनाल रोड, वीपीओ नाथुपुर जिला सोनीपत	ब्यूटाक्लोर ई सी	09356			80
190.	9346081	2002/07	क्रिस्टल फासफेट लि., जी.टी. करनाल रोड, वीपीओ नाथुपुर जिला सोनीपत	फेनवेलरेट ई सी	11997			87
191.	9346182	2002/07	जी.एस.सी. इलैक्ट्रॉनिक्स प्रा.लि., 354 फेस 2 रामदरबार इंडस्ट्रियल एरिया चंडीगढ़	एक फेज लघु ए.सी. और सार्विक बिजली की मोटर	00996			79
192.	9346283	2002/07	जी.एस.सी.इलैक्ट्रॉनिक्स प्रा.लि., 354 फेस 2 रामदरबार इंडस्ट्रियल एरिया चंडीगढ़	डेजर्ट कूलर के लिए पम्पसेट	11951			87
193.	9346384	2002/08	मुस्सद्दी लाल हरीकिशन दास ज्वेलर्स 4586 कसेरा बाजार अम्बाला कैंट	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417			99
194.	9346485	2002/08	तानुकी इंडस्ट्रीज 108 संत नगर करनाल 132001	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98
195.	9346586	2002/08	एस.एस. ज्वेलर्स न्यू रेलवे रोड, गुड़गाँव	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417			99
196.	9346687	2002/08	श्री राम ज्वेलर्स सदर बाजार गुडगाँव 122001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01417			99
197.	9346788	2002/08	वेलकम पेंट्स (पेंटस) एस-10 रेड क्रॉस रोड़ पार्ट पी एमआईई बहादुरगढ़	सीमेंट रंग रोगन	05410			92
198.	9346889	2002/07	रामेश्वर इंटरनेशनल प्लॉट न. 62 फोकल प्वाइंट बठाला 143505	अपशिष्ट और संवातन के लिए रेत के सांचों में ढलें लोहे के सिपगॉट और सॉकेट पाइप, फिटिंग और सहायकांग	01729			79
199.	9346990	2002/08	सिन्टेक्स इंडस्ट्रीज लि., बिलांवाली रोड़ समीप राजा फोर्जिंग गीयर्स लि. बद्दी सोलन	पानी के भंडार हेतु प्लास्टिक की टंकियाँ	12701			96
200.	9347083	2002/08	जे.पी. इंडया प्रॉटक्स आगरा दिल्ली बाईपास रोड़, समीप श्यामा वाटर पार्क मथुरा	पैकेजबन्द पेय जल (पैकेज बन्द प्राकृतिक मिनरल जल के अलावा)	14543			98

[सं. के प्र वि-4/13:11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 28th May, 2004

S.O. 1346.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Operative Date(Year/Month)	Name & Adress of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	9327178	2002/04	Jadia Pipes (India) V.P.O. Talwandi Rukka Distt. Hissar.	Steel pipe for water & Sewage	03589			2001
2.	9327279	2002/04	Jagdamba Plywood Bhojpur Road Vill. Tejli Yamunanagar-	Block Boards	01659			90
3.	9327380	2002/04	Jagdamba Plywood Bhojpur Road Vill. Tejli Yamunanagar-	Plywood for General, Purposes	00303			89
4.	9327481	2002/01	Vasu Tech. Ltd. Post. Sangwari Distt. Rewari-	Flameproof enclosures for Ele.	02148			81
5.	9327582	2002/04	National, Industry Ajay Nagar near ABC Factory Chandigarh Road Rajpura-	Hydraulically Regulated door Closer	03564			95
6.	9327683	2002/04	Shingari Mechanicals 29, Chandigarh Road Baldev Nagar Ambala City	Hydraulically Regulated Door Closer	03564			95
7.	9327784	2002/04	Super Timber Poanta Sahib Road Opp. Neelam Petrol Pump Chhachhrauli Road Jagadhri-135003	Marine Plywood	00710			76
8.	9327885	2002/04	Ambalika Plywood (P.) Ltd. Vill. Udhamgarh Chhachhrauli Road Jagadhri-	Plywood for general purposes	00303			89
9.	9327986	2002/04	Ambalica Plywood (P.) Ltd. Vill. Udhamgarh Chhachhrauli Road Jagadhri-	Block Boards	01659			90
10.	9328079	2002/04	Kamboj RCC Pipe Vill. Balluana Abohar-Malout Road Teh. Abohar Distt. Ferozepur-	Precast Concrete Pipes	00458			88
11.	9328180	2002/04	Moon Beverages Ltd. Plot No. 1388 Lucknow-Kanpur Road Magarware Unnao-	Packaged drinking water	14543			98
12.	9328281	2002/04	Supreme Surgical Rohtak-Sonepat Road Bohar Distt. Rohtak-	Handloom Cotton Gauze Absorbent, Non-Sterlized	00758			88

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	9328382	2002/04	HMD Technologies Vill. Narsingpur Old Khandsa Road Gurgaon-	AC Static watthour Meters, Class 1 and 2	13779			99
14.	9328483	2002/04	Khandelwal Cables Ltd. Udyog Nagar Vrindaban-	Winding wires for submersible Motors	08783	04	03	95
15.	9328584	2002/04	S.G. Control & Switchgears 82, Udyog Vihar Phase IV Gurgaon-	Electrical, Accessories-Circuit	08828			96
16.	9328685	2002/04	Altech Switchgear 517 Phase V Udyog Vihar Gurgaon-	Electrical, Accessories-Circuit	08828			96
17.	9328786	2002/04	Jindal RCC Pipe Industry Vill. Kouriwara Tehsil : Sardulgarh Distt: Mansa-	Precast Concrete Pipes	00458			88
18.	9328887	2002/04	M.R. Cables Vill. Mandhour Naraingarh Road, Ambala City-	PVC Insulated Cables	00694			90
19.	9328988	2002/04	Jai Balaji Plywood Industries Pvt. Ltd. Jatola Road Vill. Saidpur Distt : Sonepat-	Veneered decorative plywood	01328			96
20.	9329081	2002/04	Raman Jewellers 84, The Mall Shimla-171001	Gold and Gold Alloys, Jewellery/Artifacts- Finess and Marking	01417			99
21.	9329182	2002/04	Dhoop Singh and Sons Pvt. Ltd. Plot No. 1724 MIE Part B Bahadurgarh-	Portable fire extinguisher	00940			89
22.	9329283	2002/04	Nirmal Ployfab (P) Ltd. 2km Mile Stone Delhi Road Rewari-	Unplasticized PVC Pipes	04985			2000
23.	9329384	2002/04	Goyal. Industrial Corporation 14/5 Mathura Road Faridabad-	Block Boards	016659			90
24.	9329485	2002/04	Atlas Fire-tech Pvt. Ltd. Jathi Road Behind S P Cold Store Kundli Distt : Sonepat-	Gas cartridges for use in fire	04947			85
25.	9329586	2002/04	N.L. Engineers Pvt. Ltd. C-114 Industrial area phase VII Sas Nagar-	Hexagon head bolts screw & nuts	01363	01		92
26.	9329687	2002/04	Ghai Overseas Vill. Shimla Pistaur Kichha Road Rudrapur Distt: U.S. Nagar-	Packaged Drinking Water	14543	98		98
27.	9329788	2002/04	Ramjidas Khanijow & Sons Pvt. Ltd. 77 MIE Phase 1 Bahadurgarh Distt. Jhajjar-	PVC Insulated Cables	00694			90
28.	9329889	2002/04	Ramjidas Khanijow & Sons Pvt. Ltd. 77, MIE, Phase1 Bahadurgarh Distt : Jhajjar-	PVC Insulated (Heavy Duty) Electric Cables	01554	01		88
29.	9329990	2002/04	Singla Motors 5 KM Stone Kaithal Road Karnal-132001	Three Phase Induction Motors	00325			96

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
30.	9330066	2002/05	IFCA Bottling Co. Ltd. New Industrial Extn. Area Gangyal Jammu (Tawi)-180010	Packaged Drinking Water	14543			98
31.	9330167	2002/04	Associated Cables Co. 76-B Udyog Nagar Kanpur	Conduit for Electrical Installations	09537	03		83
32.	9330268	2002/05	N.L. Engineers Pvt. Ltd. C-114 Phase VII Industrial Area Sas Nagar	Transmission Tower Bolt	12427			88
33.	9330369	2002/05	21st Century Consumer Health Care Co. Gali No. 2 Parmorth Colony Shah Satnam Singh Ji Marg Vill. Khaja Khera Distt. Sirsa-125055	Packaged Drinking Water	14543			98
34.	9330470	2002/05	Himalyan Forest and Agro Products (P) Ltd. Vill. Barotiwala Haripur Rampur Ghat Road Paonta Sahib Distt. Sirmour	Plywood for General Purposes	00303			89
35.	9330571	2002/05	Himalyan Forest and Agro Products (P) Ltd. Vill. Barotiwala Haripur Rampur Ghat Road Paonta Sahib Distt. Sirmour	Block Boards	01659			90
36.	9330672	2002/05	Aryan Enterprises Pvt. Ltd. Near Captain Petrol Pump Saharanpur Road Yamunanagar	Block Boards	01659			90
37.	9330773	2002/05	Aryan Enterprises Pvt. Ltd. Near Captain Petrol Pump Saharanpur Road Yamunanagar	Plywood for General Purposes	00303			89
38.	9330874	2002/05	Goyal Industries Corporation 14/5 Mathura Road Faridabad	Wooden Flush Door Shutters	02202	01		99
39.	9330975	2002/04	Bharat Steel Tubes Ltd. BST Road Ganaur-131101	Steel Tubes for Structural Purposes	01161			98
40.	9331068	2002/04	Jolson Machine Tools (Regd.) Bye-Pass Amritsar Road Opp. C. J. S. Public School Jalandhar	Malleable Cast Iron Pipe Fitttings	01879			87
41.	9331169	2002/05	Galaxy Plywood Industries Pvt. Ltd. Vill. Kami Majra Raipur Road Yamunanagar	Wooden Flush Door Shutters	02202		01	99
42.	9331270	2002/05	Associated Paints & Chemicals Vill. Raowali Dhogri Road Jalandhar-144004	Cement Paint	05410			92
43.	9331371	2002/04	Partap Wires (India) Pvt. Ltd. VPO Surajpur Mohtli (Damtal) Distt. Kangra	Alum. Conductors for Overhead Transmission Purposes	00398		02	96

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
44.	9331472	2002/05	Better Home Products 7-B HPSIDC Area Baddi Distt. Solan	Electrical Irons	00366			91
45.	9331573	2002/05	Better Home Products 7-B HPSIDC Area Baddi Distt. Solan	Household and Similar Elec. Appliances	00302	02		92
46.	9331674	2002/05	Hind Insulated Cable Co. A-5 Industrial Estate Bathinda	PVC Insulated Cables	00694			90
47.	9331775	2002/05	Oberoi Wood Industries M-15 Industrial Area Yamunanagar	Veneered Decorative Plywood	01328			96
48.	9331876	2002/05	Ved Parkash Mittal & Sons W-91, Industrial Area Yamunanagar	Wooden Flush Door Shutters	02202	01		99
49.	9331977	2002/04	Shree Gopal Udyog Khajuri Road VPO Shadipur Yamunanagar	Veneered Decorative Plywood	01328			96
50.	9332070	2002/05	Mega Metrics Shed No. 420 Indl. Area Phase -1 Panchkula	Valve Fitting for LPG	08737			95
51.	9332171	2002/05	Maharaja Engg. & Investments (PB) Ltd. A-29 Phase VII Industrial Area Mohali	AC Static Watthour Meters, Class 1 and 2	13779			93
52.	9332272	2002/05	Haryana Irrigation Equipment Co. Pvt. Ltd. 13 KM Gurgaon Pataudi Road Gurgaon	Irrigation Equipment—Sprinkler	14151	01		99
53.	9332373	2002/05	Haryana Irrigation Equipment Co. Pvt. Ltd. 13 KM Gurgaon Pataudi Road Gurgaon	Irrigation Equipment—Sprinkler	14151	02		99
54.	9332474	2002/05	Dhoop Singh & Sons Pvt. Ltd. Plot No. 1724 M.I. E. Part B Bahadurgarh	Portable Fire Extinguishers Dry Powder	02171			85
55.	9332575	2002/05	Dhoop Singh & Sons Pvt. Ltd. Plot No. 1724 M.I.E. Part B Bahadurgarh	Gas Cartridges for use in Fire	04947			85
56.	9332676	2002/05	Swarn India Tiles Co. D-211 Phase VII Focal Point Ludhiana	Chequered Cement Concrete Tiles	13801			93
57.	9332777	2002/05	Luxmi Industries (Unit 2) HA-55 Phase VI Focal Point Hosiery Complex Ludhiana	Block Boards	01659			90
58.	9332878	2002/05	Luxmi Industries (Unit 2) HA-55 Hosiery Complex Phase VI Focal Point Ludhiana	Plywood for General Purposes	00303			89
59.	9332979	2002/05	Maheshwari Appliances Pvt. Ltd., VPO Jamsher Distt. Jalandhar	Single Phase Small AC	00996			79

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
60.	9333072	2002/05	Maheshwari Appliances Pvt. Ltd., VPO Jamsher Distt. Jalandhar	Pumpset for Desert Coolers	11951			87
61.	93333173	2002/05	Mahashakti Conductors Pvt. Ltd., A-8 Focal Point Dabwali Road Bathinda	AC Static Watthour Meters Class 1 and 2	13779			93
62.	9333274	2002/05	R. D. Plywood Industries O-8 Industrial Area, Yamunanagar-135001	Block Boards	01659			90
63.	9333375	2002/05	R.D. Plywood Industries O-8 Industrial Area Yamunanagar-135001	Plywood for General Purposes	00303			89
64.	9333476	2002/05	Swastik Pipe Ltd. Vill. Kotwan Kosikalan, Mile Stone 97 NH-2, Delhi Mathura Road Tehsil Chatta Mathura	Steel Tubes for Mech. & Gen. Engineering Purposes	03601			84
65.	9333577	2002/05	Swastik Pipes Ltd. Vill. Kotwan Kosikalan, Mile Stone 97 NH 2, Delhi Mathura Road Teh. Chatta Mathura	Steel, tubes for Structural Purposes	01161			98
66.	9333678	2002/05	Chandra Metals Pvt. Ltd. 1 & 2 Monereco Indl. Estate Teliarganj Allahabad-211004	Alum. Conductors for Overhead Transmission Purposes	00398	04		94
67.	9333779	2002/05	Chandra Metals Pvt. Ltd. 1 & 2 Monereco Indl. Estate Teliarganj Allahabad	Alum. Conductors for Overhead Transmission Purposes	00398	02		96
68.	9333880	2002/05	Oswal Electricals Pumps 71/3, Mile Stone Delhi Side G. T. Road Karnal-132001	Submersible Pumpset	08034			89
69.	9333981	2002/05	Pradhan Industries Globe Colony Industrial Area Jalandhar City	Malleable Cast Iron Pipe Fittings	01879			87
70.	9334074	2002/05	Surya Shakti Vessels Pvt. Ltd. Vill. Deeg Asoati Railway Station Road Ballabhgarh	Welded Low Carbon Steel Cylinder	03196	01		92
71.	9334175	2002/05	S. S. Cables Industries E-704 Focal Point Phase VIII Ludhiana	PVC Insulated Cables	00694			90
72.	9334276	2002/05	S. S. Cables Industries E-704 Focal Point Phase VIII Ludhiana	PVC Insulated (Heavy Duty) Electrical Cables	01554	01		88
73.	9334377	2002/05	Akal Casting (P.) Ltd. Vill. Bhamian Khurd Tajpur Road Ludhiana-141011	Sand Cast Iron Spigot and Socket	01729			79
74.	9334478	2002/05	Vikas Mineral Foods Pvt. Ltd. Vill. Kakrali Ramgarh Mubarakpur Road Tehsil Derabassi Disst. Patiala	Packaged Natural Mineral Water	13428			98

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
75.	9334579	2002/05	Kay Son Electricals, 81-82, Guru Gobind Singh Nagar, Batala Road Amritsar	Single Phase Small AC	00996			79
76.	9334680	2002/05	Surya Panels & Boards (P) Ltd., 16KM Mile Stone, Vill. Kharwar, Delhi Road Rohtak	Veneered Decorative Plywood	01328			96
77.	9334781	2002/05	Nai[illegible] Industries, Plot [illegible]8, Sector 3 HSIDC Kun[illegible]	V Belts Endles V Belts for Industrial Purposes	02494	01		94
78.	9334882	2002/05	[illegible] Fire Protection [illegible] 2095 MIE [illegible]	Portable Fire Extinguisher	10204			82
79.	933[illegible]	2002/05	A[illegible] Polymers Pvt. Ltd., B-[illegible], Industrial Area Malwan, Fatehpur	Wooden Flush Door Shutters	02202	01		99
80	9335076	2002/05	[illegible]atyam Industries C-62 63 2nd Phase Indl. Area, O[illegible]	Cement Concrete Flooring Tiles	01237			80
81.	[illegible]	[illegible]	Mega Metrics, Shed No. 420, Indl. Area Phase I, Panchkula	Low Pressure Regulators for use	09798			95
82	93[illegible]278	2002/05	Haryana Coir Products Pvt. Ltd., 75. Shersha Road Kundli, Distt. Sonepat	Rubberized Coil. Sheets for Cushioning	08391			87
83.	9335379	2002/05	Nav Bharat Pipes, Barnala Road Rampura Phul, Tehsil Phul, Distt. Bhatinda	Precast Concrete Pipes	00458			88
84.	9335480	2002/05	Safeway Electrical Industries (P) Ltd., Plot No. 78, New DLF Indl. Area, Faridabad-121003	Luminaires	10322	05	01	85
85.	9335581	2002/05	Safeway Electrical Industries (P) Ltd., Plot No. 78, New DLF Indl. Area, Faridabad-121003	Luminaires	10322	05	03	87
86.	9335682	2002/05	M.D. Enterprises, VPO Polian Prohitan, Tehsil Amb, Distt. UNA	Disinfactant Fluids. Phenolic Type	01061			97
87.	9335783	2002/05	Chawla Fire Protection Engineers, 2095 MIE. Bahadurgarh	Portable Fire Extinguisher Dry	13849			93
88.	9335884	2002/05	Chawla Fire Protection Engineers, 2095 MIE. Bahadurgarh	Fire Extinguisher	02878			86
89.	[illegible]985	2002/06	The Taj Industries, 68 Milestone, NH-8 Delhi-Jaipur Highway, Vill. Kapriwas, PO Hero Handa Malpura, Rewari	Packaged Drinking water	14543			98
90.	[illegible]078	2002/05	High Class Pipe Fittings Works, Back Side Industrial Estate Bye Pass Jalandhar-144004	Malleable Cast Iron Pipe Fittings	01879			87

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
91.	9336179	2002/06	Kanwar Raj & Company (P) Ltd., Plot No. 167, Sector 25, Faridabad	Polyrthylene Water Storage Tank	12701			96
92.	9336280	2002/06	Shreejee Distil Water Plant, 641, Nandgaon Road Kosi Kalan, Mathura	Packaged Drinking Water	14543			98
93.	9336381	2002/06	Atlas Fire-Tech Pvt. Ltd., Jathi Road, Behind SP Cold Store Kundli, Distt : Sonepat	Fire Extinguisher	02878			86
94.	9336482	2002/06	Atlas Fire-Tech Pvt. Ltd., Jathi Road, Behind SP Cold Store Kundli, Distt : Sonepat	Portable Fire Extinguisher Dry	13849			93
95.	9336583	2002/06	Nipon Investment (P) Ltd., (Unit 2) Plot No. 21, Indl., Area Phase 1, Panchkula	Low Pressure Regulators for use	09798			95
96.	9336684	2002/05	Veeson Valves Pvt. Ltd., Sodal Road Jalandhar-144004	General Purpose Ball Valves	09890			81
97.	9336785	2002/06	Kissan Zinc (India) Pvt. Ltd., 281-A, East Mohan Nagar, Amritsar-143006	Zinc Sulphate Heptahydrate, Agri	08249			94
98.	9336886	2002/05	Dev Plast Private Limited, C-15 UPSIDC Industrial Area, Naini, Allahabad	PVC Screen ANS Casing Pipes	12818			92
99.	9336987	2002/05	Arunelsh Industries, 2051-52, MIE Bahadurgarh	Thermostats Ele. Water Heater	03017			85
100.	9337080	2002/05	Goyal Industries Corporation, 14/5, Mathura Road, Faridabad	Plywood for General Purposes	00303			89
101.	9337181	2002/06	Dhoop Singh & Sons Pvt. Ltd., Plot No. 1724, MIE Part B, Bahadurgarh	Portable Fire Extinguisher Dry	I3849			93
102.	9337282	2002/06	Dhoop Singh & Sons Pvt. Ltd., Plot No. 1724, MIE Part B, Bahadurgarh	Portable Fire Extinguisher Dry	10204			82
103.	9337383	2002/06	Chenab Cement Ltd., Kartholi Bari Brahmna, Jammu	Portland Pozzolana Cement	01489	02		91
104.	9337484	2002/06	Bhawani Cement Industries, Kartholi Bari Brahmna, Jammu	Portland Pozzolana Cement	01489	02		91
105.	9337585	2002/06	Varuni Industries, Plot No. 32, Anand Puri Basant Vihar, Ludhiana	Household Sewing Machines	01610			2000
106.	9337686	2002/05	India Pesticides Ltd., UPSIDC Indl. Area, Plot No. E-18-23, Deva Road Chinhat, Lucknow	Lindane Wetable Powder	14833			2000
107.	9337787	2002/06	Galaxy Plywood Industries (P) Ltd., Vill. Kami Majra, Khajuri Road, Yamunanagar-135001	Plywood For Concreate Shuttering	04900			93

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
108.	9337888	2002/06	Bhawani Industires Pvt. Ltd., Vill. Ajnali, Backside Focal Point G.T. Road, Mandi Gobindgarh, Distt : Fatehgarh Sahib	Steel Tubes for Structural Purposes	01161			98
109.	9337989	2002/06	Saljco Trading Corporation, Plot No. 40, Industrial Area, Sector 1, Parwanoo	Valves Fitting for LPG	08737			95
110.	9338082	2002/06	Sainik Finance, Vill. Jaljawas, Tehsil Bawal, Distt : Rewari	Portland Pozzolana Cement	01489	01		91
111.	9338183	2002/06	S. G. Control & Swithgears, 82, Udyog Vihar, Phase IV, Gurgaon	Low-Voltage Switchgear	13947	05	01	93
112.	9338284	2002/06	VRC Enterprises Pvt. Ltd., E-7, UPSIDC Indl. Area, Chinhat, Lucknow	Deepwell Handpump Components	14102			94
113.	9338385	2002/06	VRC Enterprises Pvt. Ltd., E-7, UPSIDC Indl. Area, Chinhat, Lucknow	Deepwell Handpump Components Mild Steel	14103			94
114.	9338486	2002/06	Atlas Fire-tech Pvt. Ltd, Jathi Road, Behind S.P. Cold Store Kundli, Distt Sonepat	Portable Fire Extinguisher	00940			89
115.	9338587	2002/06	Atlas Fire Tech Pvt. Ltd., Jathi Road, Behind S. P. Cold Store Kundli, Distt Sonepat	Portable Fire Extinguisher Dry	02171			85
116.	9338688	2002/06	Atlas Fire Tech Pvt. Ltd., Jathi Road, Behind S. P. Cold Store Kundli, Distt : Sonepat	Portable Fire Extingutsher	10204			82
117.	9338789	2002/06	EPI Switchgears (P) Pvt. Plot No. 22, Indl. Area Phase-1, Panchkula	Low Pressure Regulators for use	09798			95
118.	9338890	2002/06	Plast India, 25 BF, Industrial Estate, PB No. 29 Batala	Equilibrium Floatvalve	12234			88
119.	9338991	2002/06	J. D. Electricals Pvt. Ltd., C-21, Site 4, Panki Indl. Area, Kanpur	Ballasts for Fluorescent	01534	01		77
120.	9339084	2002/06	Shakti Appliances, Vill. Kanvara, PO Nacholi, Faridabad	Domestic Gas Stoves	04246			92
121.	9339185	2002/06	Hind Udyog, Plot No. 2314, MIE Urban Estate, Bahadurgarh	Low Pressure Regulators for use	09798			95
122.	9339286	2002/07	R. P. Gas Equipments, D-4/B-1, Panki Industrial Area, Site 1, Kanpur	Low Pressure Regulators for use	09798			95
123.	9339387	2002/06	R. P. Gas Equipments D-4-B-1, Panki Industrial Area, Site 1, Kanpur-208022	Valve Fitting for LPG	08737			95

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
124.	9339488	2002/07	Intel Safety Devices (P) Ltd. 25 HSIDC Indl. Area Ambala Cantt.	Low Pressure Regulators for Use	09798			95
125.	9339589	2002/06	EPI Automation (P) Ltd. 371 Industrial Area Phase 1 Chandigarh	Low Pressure Regulators for use	09798			95
126.	9339690	2002/06	Electronic Products of India 373 Industrial Area Phase 1 Chandigarh-160002	Low Pressure Regulators for use	09798			95
127.	9339791	2002/06	M.D. Enterprises VPO Polian Prohitan Tehsil AMB Distt. UNA	Naphthalene	00539			74
128.	9339892	2002/06	Surya Press-Met (P) Ltd. Badkhal Pali Road Vill. Bhankri Faridabad	Propeller type Ac Ventilating Fans	02312			67
129.	9339993	2002/07	Radha Valves 10 MW Industrial Area Phase 1 Chandigarh	Valve Fitting for LPG	08737			95
130.	9340069	2002/07	Krishna Valves and Regulators 10 MW Industrial Area Phase 1 Chandigarh	Valve Fitting for LPG	08737			95
131.	9340170	2002/05	Kissan Agriculture Industries G. T. Road Lamba Pind Chowk Bye Pass Jalandhar	Horizontal Centrifugal Pumps	06595	01		93
132.	9340271	2002/07	Clear Water Systems Plot No. 160 Industrial Area Phase II, Panchkula	Packaged Drinking Water	I4543			98
133.	9340372	2002/07	United Timber Works Vill. Pansora Saharanpur road Yamunanagar	Block Boards	01659			90
134.	9340473	2002/07	Triveni Timber co. Behind Thana Sadar Near Aggarsain Chowk Jagadhri-135003	Plywood for General Purposes	00303			89
135.	9340574	2002/07	Triveni Timber Co. Behind Thana Sadar Aggarsain Chowk Jagadhri-135003	Block Boards	01659			90
136.	9340675	2002/06	Ganga Dairy Ramghat Road Atrauli Aligarh	Skimmed Milk Powder	13334	01		98
137.	9340776	2002/07	Purshottam Valve Industries D-4-B/2 Panki Industrial Area Site 1 Kanpur- 208022	Valve Fitting for LPG	08737			95
138.	9340877	2002/06	TTI. Limited 14-3 Mathura Road Faridabad-121003	AC Watt-Hour Meter	13010			90
139.	9340978	2002/06	Sarpanch R. C. C. Pipe Industry Mansa Road Sardulgarh Distt. Mansa	Precast Concrete Pipes	00458			88

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
140.	9341071	2002/07	Crown Enterprises (P) LTD. Sandila Mandhana Bithjoor Road Kanpur	Packaged Drinking Water	14543			98
141.	9341172	2002/07	Gouri Cables Pvt. Ltd. Administrative Block IndL. Estate C. B. Ganj Bareilly	Pvc Insulated Cables	00694			90
142.	9341273	2002/07	VRC Enterprises Pvt. Ltd. E-7 UPSIDC Indl. Area Chinhat Lucknow	Deepwell Handpump Components- Nitrile Rubber	14104			94
143.	9341374	2002/07	Rajeshwari Spun Pipe Co. Gopal Kunj Saidpur -233304 Distt. Ghaziabad	Precast Concrete Pipes	00458			88
144.	9341475	2002/07	Dynamic Petro Products Ltd. Plot No. 4 Sec. 3 Industrial Area Parwanoo, Distt. Solan	PVC Fittings for Potable Water	10124	01		88
145.	9341576	2002/06	Kashmir Spun Pipe & Allied Indust. Plot No. 40 Phase III Industrial Area Gangyal Jammu	Precast Concrete Pipes	00458			88
146.	9341677	2002/07	J. N. Socketed Cement Pipe Works Vill. Bhamrolla, Post Bajwara KM 5 Rudrapur, Kichha Road Distt. U. S. Nagar	Precast Concrete Pipes	00458			88
147.	9341778	2002/07	Shree Shyamji Conductors Vill. Manda PO Bhojipura Bareilly-	Alum Conductors for Overhead Transmission Purposes	00398	04		94
148.	9341879	2002/07	Agarwal Cables Malgodam Road Faizabad- 224001	Alum Conductors for Overhead Transmission Purposes	00398	04		94
149.	9341980	2002/07	Mahavir Industries Vill. Bharjawnoo PO Jughan Teh. Sundernagar Distt : Mandi	Household Sewing Machines	01610			2000
150.	9342073	2002/07	Doon Cement Fabrication Vill. Bagguwala PO Barotiwala Teh. Kasauli Distt. Solan	Precast Concrete Pipes	00458			88
151.	9342174	2002/07	K. E. I. (Electrical) Pvt. Ltd. G. T. Road Opp. GNBL. College for Women Phagwara	AC Static Watthour Meters, Class 1 and 2	13779			99
152.	9342275	2002/07	Asea Brown Boveri Ltd. 32 Industrial Area N. I. T. Faridabad	Flameproof Enclosures for Ele. Apparatus	02148			81
153.	9342376	2002/07	Ultra Hygienic Pure Water Vill. Sanaur Devigarh Road Near Dashmesh Nursury PO Sappera, Distt : Patiala	Packaged Drinking Water	14543			98

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
154.	9342477	2002/07	Smriti Products Pvt. Ltd. 55 KM Stone State Highway Panchkula Road Saha Distt : Ambala	Milk Powder	01165			92
155.	9342578	2002/06	A. M. Technologies 206 Industrial Area Phase II Panchkula	Bedsteads Hospital	05029			79
156.	9342679	2002/06	Asscociated Group of Engineers Cement Mill Kartholi Bari Brahmna Distt : Jammu-	Portland Pozzolana Cement	01489	02		91
157.	9342780	2002/07	Ambika Plywood Ind. (P) Ltd. Vill: Inderpur Teh. Bilaspur Distt : Rampur	Veneered Decorative Plywood	01328			96
158.	9342881	2002/07	Skolast (India) Pvt. Ltd. E-19 Industrial Area Panki Site 1 Kanpur-208022	Leather Safety Footwear Having	11226			93
159.	9342982	2002/07	Pride Industrial Valves G. T. Road Bye Pass Near Pathankot Chowk Jalandhar-144004	Copper Alloy Gate Globe & Check Valves for Waterworks Purposes	00778			84
160.	9343075	2002/07	Jaico Steel Fasteners Ltd. Plot No. 269 Sector 24 Faridabad	Hexagon Head Bolts Screw & Nuts	01364	01		83
161.	9343176	2002/07	Amar Cements SICOP Industrial Area Kathua-Hatlimore (J&K)	Portland Pozzolana Cement	01489	02		91
162.	9343277	2002/07	Assam Wood & Allied Products Vill. Mukarabpur PO Udhamgarh Jagadhri-135003	Block Boards	01659			90
163.	9343378	2002/07	Rajesh and Co. NA 421 Hoshiarpur Road Santokhpura Jalandhar-144004	Ele. Ceiling Fan	00374			79
164.	9343479	2002/06	Shree Mahesh Foundry 34 Indl. Extn. Area Hatlimore- Kathua J & K-184102	Sand Cast Iron Spigot and Socket	01729			79
165.	9343580	2002/07	Panjab Pesticides Indl. Co. Op. Society Ltd. Vill. Khanpur Kharar Distt : Ropar	Methyl Parathion	02865			78
166.	9343681	2002/07	Crystal Phosphates Ltd. VPO Nathupur Distt : Sonepat	Dichlorvos EC	05277			78
167.	9343782	2002/07	Crystal Phosphates Ltd. VPO Nathupur Distt : Sonepat	Monocrotophos Sl	08074			90
168.	9343883	2002/07	Crystal Phosphates Ltd. G. T. Karnal Road VPO Nathupur Distt : Sonepat	Cypermethrin EC	12016			87

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
169.	9343984	2002/07	Crystal Phosphates Ltd., G. T. Karnal Road, VPO Nathupur, Distt : Sonepat	Cylorpyrifos EC	08944			78
170.	9344077	2002/07	Chandra Spun Pipe Co. Vill. Seekri Piyala Road, Ballabhgarh, Faridabad	Precast Concrete Pipes	00458			88
171.	9344178	2002/07	Super Appliances Vill. Kavanra, PO Naucholi, Faridabad	Domestic Gas Stoves	04246			92
172.	9344279	2002/07	Veeson Valves Pvt. Ltd. Sodal Road, Jalandhar-144004	Butterfly Valves	13095			91
173.	9344380	2002/07	Bhagwan Dass Kulwant Raj Jain, Bhagatpura Near Doaba Chowk, Jalandhar-144004	Sluice Valve for Water Works Purposes	14846			2000
174.	9344481	2002/07	Heing India Pvt. Ltd. Manzurgarhi, Aligarh-202081	Skimmed Milk Powder	13334	01		98
175.	9344582	2002/07	Aggarwal Steels 139, Industrial Area, Phase 1, Panchkula	Tower Bolts	00204	01		91
176.	9344683	2002/07	Anubhav Plant Pvt. Ltd. B-4, UPSIDC Indl. Estate, Site No. 1, Rania Kanpur	Tubular Steel Poles for Overhead Power Lines	02713	01		80
177.	9344784	2002/07	Prakash Diesel (P) Ltd. 1656/1683, Naraich, Hathras Road, Agra-282006	Constant Speed Compression Ignition	11170			85
178.	9344885	2002/07	Brak Aluminium Industries Bathinda Road, Sunam-148028	Domestic Pressure Cookers	02347			95
179.	9344986	2002/07	J. P. Industrial Corporation Outside Ohri Gate, Batala	Sand Cast Iron Spigot and Socket	01729			79
180.	9345079	2002/07	Aar Kay Industries Talwara Road, Sirhind Side, Mandi Gobindgarh, Distt : Fatehgarh Sahib-147301	Deformed Steel Bar and Wires For concrete reinforcement	01786			85
181.	9345180	2002/07	Jai Ambay Industries Vill. Sehjna, Kanth Road, Shahjanpur	Precast Concrete Pipes	00458			88
182.	9345281	2002/07	Bhawani Industries Vill. Ajnali, Backside Focal Point, G. T. Road, Mandi Gobindgarh, Distt : Fatehgarh Sahib-183	Conduit for Electrical Installations	09537	02		81
183.	9345382	2002/07	Ch. Shanker Shah Isher Dass South Ex., Shop No. 103, Jain Bazar, Jammu	Gold and Gold Alloys, Jewellery/Artifacts Finess Marking	01417			99
184.	9345483	2002/07	G. Williams Fabrication Pvt. Ltd. 15th M. S., Mathura Road, Faridabad-1210022	Delivery Valve for Centrifugal	04923			97
185.	9345584	2002/08	Mahan Foods Ltd. Vill. Kunja, Rampur Road, Poanta Sahib	Dairy Whitener	12299			98

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
186.	9345685	2002/08	Bains Electric Vill. Chiheru, Teh. Phagwara, Distt : Kapurthala	Electric Lamps	00418			78
187.	9345786	2002/07	Shiv Hari Plywood Ltd. 4.4 KM Stone Kashipur Road, Jaspur-244712	Plywood for Concrete Shuttering	04990			93
188.	9345887	2002/07	AAY PEE Minerals Water Pvt. Ltd., Daburji Mannawale Khurd Road, Amritsar	Packaged Dinking Water	14543			98
189.	9345988	2002/07	Crystal Phosphates Ltd., G. T. Karnal Road, VPO Nathupur Distt : Sonepat	Butachlor EC	09356			80
190.	9346081	2002/07	Crystal Phosphates Ltd. G. T. Karnal Road, VPO Nathupur Distt : Sonepat	Fenvalerate EC	11997			87
191.	9346182	2002/07	G. S. C. Electronics Pvt. Ltd. 354 Phase 2, Ram Darbar Industrial Area, Chandigarh	Single Phase Small AC	00996			79
192.	9346283	2002/07	GSC Electronic Pvt. Ltd., 354 Ram Darbar Industrial Area, Phase 2, Chandigarh	Pumpset for Desert Coolers	11951			87
193.	9346384	2002/08	Mussaddi Lal Harikishan Dass Jewellers, 4586 Kasera Bazar, Ambala Cantt	Gold and Gold Alloys, Jewellery/Artifacts Finess Marking	01417			99
194.	9346485	2002/08	Tanuki Industries, 108 Sant Nagar, Karnal-132001	Packaged Drinking Water	14543			98
195.	9346586	2002/08	S. S. Jewellers New Railway Road, Gurgaon	Gold and Gold Alloys, Jewellery/Artifacts Finess Marking	01417			99
196.	9346687	2002/08	Shri Ram Jewellers, Sadar Bazar, Gurgaon-122001	Gold and Gold Alloys, Jewellery/Artifacts Finess Marking	01417			99
197.	9346788	2002/08	Welcome Paints (Paints) S-10 Red Cross Road, Part B MIE Bahadurgarh	Cement Paint	05410			92
198.	9346889	2002/07	Rameshwar International Plot No. 62, Focal Point, Batala-143505	Sand Cast Iron Spigot and Socket	01729			79
199.	9346990	2002/08	Sintex Industries Ltd., Bilanwali Road, Near Raja Forging Gears Ltd., Baddi Solan	Polyethylene Water Storage Tank	12701			96
200.	9347083	2002/08	J. P. India Products, Agra Delhi Bye Pass Road, Near Shyama Water Park, Mathura	Packaged Drinking Water	14543			98

[No. CMD-IV/13: 11]

S. K. CHAUDHURI, Dy. Director General (Marks)

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 7 जून, 2004

का. आ. 1347.—तेल उद्योग विकास अधिनियम, 1974 (1974 का 47) की धारा-3 की उपधारा (3) के खण्ड (ग) द्वारा प्रदत्त की गई शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा निम्नलिखित अधिकारियों को उनके नामों के सामने इंगित अवधि के लिए या अगले आदेश आने तक, इनमें से जो भी पहले हो तेल उद्योग विकास बोर्ड के सदस्यों के रूप में नियुक्त/पुनःनियुक्त करती है:-

		से	तक
1.	श्री अनुराग गोयल, अपर सचिव, व्यय विभाग	19.3.2004	18.3.2006
2.	श्री संजय जोशी, संयुक्त सचिव, पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय	23.4.2004	22.4.2006
3.	श्री एम.एस. रामाचन्द्रन, अध्यक्ष, इंडियन ऑयल कार्पोरेशन लि०	1.4.2004	28.2.2005
4.	श्री एम.बी. लाल, अध्यक्ष एवं प्रबंध निदेशक, हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि०	1.6.2004	31.5.2006

[फा. सं. जी-35012/2/91-वित्त-II]

के.पी.के. नम्बीसन, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 7th June, 2004

S. O. 1347.— In exercise of the powers conferred by Clause (c) of Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints/re-appoints the following officers as Members of the Oil Industry Development Board for the period shown against their names or until further orders, whichever is earlier :

		From	To
1.	Shri Anurag Goel, Additional Secretary, Department of Expenditure.	19.3.2004	18.3.2006
2.	Shri Sanjay Joshi, Joint Secretary, Ministry of Petroleum & Natural Gas	23.4.2004	22.4.2006
3.	Shri M.S. Ramachandran, Chairman, Indian Oil Corporation Limited	1.4.2004	28.2.2005
4.	Shri M.B. Lal, Chairman & Managing Director, Hindustan Petroleum Corporation Limited	1.6.2004	31.5.2006

[No. G-35012/2/91-Fin.-II]
K.P.K. NAMBISSAN, Under Secy.

नई दिल्ली, 8 जून, 2004

का. आ. 1348.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है की उड़िसा राज्य में पारादीप से पश्चिमी बंगाल राज्य में हल्दिया तक कच्चे तेल के परिवहन के लिए इंडियन ऑयल कॉरपोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए,

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि जिसके भीतर पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए,

अत: अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशाय की घोषणा करती है,

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के ऊपर पाइपलाइन बिछाने के संबंध में श्री अरविन्द घोष, सक्षम प्राधिकारी, पारादीप हल्दिया पाइपलाइन परियोजना, इंडियन ऑयल कॉरपोरेशन लिमिटेड, कसबेरीया, डाकघर-खंजनचक, पूर्व मिदनापुर- 721602 (पश्चिमी बंगाल) को लिखित रुप में आक्षेप भेज सकेगा।

अनुसूची

पुलिस थाना : मारिशदा जिला : पूर्व मिदनापुर राज्य: पश्चिमी बंगाल

गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
पचिश वाटा	79	1115	00	02	25
		1116	00	07	19
		1117	00	03	42
		1118	00	03	89
		1119	00	05	04
		1120	00	01	07
		1121	00	04	38
		1122	00	03	71
		1124	00	03	99
		1125	00	01	49
		1126	00	00	20
		1130/1140	00	00	77
हाटियारी	134	24	00	04	54
		25	00	02	28
		26	00	00	86
		30	00	02	97
		32	00	00	20
		44	00	01	56
		45	00	05	82
		48	00	11	26
		49	00	00	31
		54	00	01	59
		55	00	09	22
		56	00	01	06
		57	00	00	37
		59	00	10	72
		68	00	01	71
		69	00	08	17
		70	00	06	20
		71	00	03	33
		72	00	02	63
		81	00	01	21
		107	00	00	78
		109	00	02	58
		114	00	00	20
		115	00	04	10
		116	00	16	41
		117	00	00	20
		122	00	10	05
		123	00	11	68
		124	00	00	20
		129	00	01	06
		130	00	05	81
		151	00	00	20
		152	00	00	72
		153	00	10	82

(1)	(2)	(3)	(4)	(5)	(6)
		155	00	14	69
		156	00	11	89
		158	00	00	50
		159	00	12	73
		166	00	08	47
		190	00	00	21
		245	00	00	20
		249	00	05	86
		251	00	07	84
		253	00	06	00
		254	00	02	20
		363	00	06	05
		364	00	01	79
		365	00	08	05
		371	00	00	30
		372	00	13	09
		373	00	05	20
		378	00	04	82
		387	00	00	20
		388	00	06	89
		389	00	00	38
		391	00	07	72
		392	00	05	67
		496	00	04	68
		497	00	01	76
		498	00	07	64
		499	00	01	63
		518	00	00	66
		159/1123	00	02	58
		131/1124	00	09	80
		45/1130	00	05	30
		31/1131	00	00	23
		215/1154	00	00	20
		107/1171	00	02	20
		107/1183	00	11	16
		215/1185	00	02	37
श्रीचन्दनपुर	76	14	00	19	47
		78	00	00	68
		79	00	00	75
		80	00	01	04
		81	00	07	12
		82	00	05	09
		83	00	05	07
		84	00	03	55
		85	00	04	39
		87	00	02	27
		88	00	02	11
		95	00	04	93
		99	00	02	26
		111	00	18	67

(1)	(2)	(3)	(4)	(5)	(6)
		112	00	08	53
		113	00	17	28
		99/137	00	00	76
		14/138	00	00	73
		80/147	00	01	98
		113/148	00	00	65
		100/160	00	03	10
		74/201	00	08	97
		99/212	00	15	49
वाहुलिया	75	60	00	00	20
		103	00	01	31
		105	00	00	22
		106	00	05	48
		110	00	09	09
		112	00	00	53
		117	00	00	25
		118	00	08	46
		119	00	12	68
		127	00	27	29
		133	00	01	03
		134	00	03	57
		135	00	00	22
		142	00	00	58
		144	00	08	47
		145	00	06	08
		146	00	04	38
		148	00	09	24
		151	00	00	20
		152	00	05	56
		153	00	09	06
		155	00	00	20
		322	00	00	74
वामनिया	74	62	00	00	20
		63	00	08	69
		64	00	00	60
		65	00	00	99
		162	00	00	48
		165	00	03	38
		166	00	03	07
		168	00	02	96
		169	00	02	61
		170	00	02	40
		173	00	06	38
		174	00	03	28
		176	00	07	65
		179	00	01	73
		180	00	08	11
		192	00	00	89
		195	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		196	00	08	88
		197	00	11	96
		200	00	09	32
		332	00	01	59
		333	00	02	84
		334	00	02	49
		337	00	00	20
		377	00	00	70
		378	00	00	33
		379	00	07	81
		384	00	01	49
		385	00	06	06
		386	00	07	89
		401	00	11	77
		402	00	00	44
		405	00	08	63
		413	00	00	40
		63/617	00	02	64
		174/679	00	03	18
		195/685	00	00	49
		196/688	00	01	10
		199/687	00	04	55
शिवपुर बेलतलिया	41	121	00	00	81
		161	00	03	50
		169	00	14	56
		180	00	06	76
		185	00	01	01
		210	00	00	19
		241	00	09	70
		242	00	03	77
		243	00	00	84
		257	00	01	38
		161/438	00	05	71
		170/474	00	00	20
		170/475	00	02	31
		170/476	00	05	31
		170/477	00	02	63
		170/478	00	00	10
		170/480	00	01	66
		170/481	00	04	94
		170/482	00	00	56
		174/483	00	02	29
		174/484	00	04	50
		174/485	00	00	21
		179/494	00	01	04
		180/497	00	00	17
		180/498	00	00	11
		80/499	00	06	61
		211/500	00	05	74
		180/501	00	07	47

(1)	(2)	(3)	(4)	(5)	(6)
		180/502	00	06	44
		206/513	00	09	17
		207/517	00	06	66
		207/518	00	06	11
		210/523	00	09	27
		210/524	00	04	18
		211/529	00	06	71
		211/530	00	00	20
		242/538	00	09	04
		242/539	00	10	38
		242/540	00	04	32
		257/556	00	15	20
		258/560	00	05	84
		258/561	00	06	00
		258/562	00	02	65
कादुया	42	70	00	02	17
		71	00	03	86
		72	00	05	94
		73	00	00	72
		75	00	09	22
		76	00	08	64
		79	00	00	16
		80	00	03	60
		81	00	05	01
		69/215	00	00	63
		69/216	00	02	02
		82/218	00	02	85
धानघरा	52	1	00	00	83
		6	00	00	21
		10	00	03	20
		11	00	03	53
		12	00	05	93
		14	00	02	44
		15	00	02	12
		17	00	05	73
		19	00	02	71
		20	00	00	20
		18/309	00	02	14
		6/316	00	05	17
		6/317	00	05	49
		6/318	00	02	57
		9/323	00	02	05
		9/325	00	03	34
		9/326	00	00	88
		10/327	00	00	61
		11/328	00	02	05
		11/329	00	02	02
		13/330	00	06	03
		14/333	00	02	71

(1)	(2)	(3)	(4)	(5)	(6)
		14/334	00	01	39
		14/335	00	02	76
		18/336	00	02	40
		20/339	00	01	40
		20/340	00	00	27
कुमारियाखान काकुरिया	51	30	00	00	20
		31	00	02	83
		55	00	03	55
		56	00	02	42
		57	00	03	21
		59	00	04	23
		60	00	03	15
		61	00	03	58
		62	00	04	99
		83	00	00	98
		84	00	07	91
		93	00	[illegible]	22
		94	00	[illegible]	94
		95	00	00	61
		97	00	05	22
		62/122	00	01	12
		62/123	00	00	20
		41/124	00	01	01
		19/148	00	00	20
		19/149	00	02	86
		19/152	00	07	26
		19/153	00	03	92
		19/154	00	03	68
		19/158	00	03	00
		19/159	00	02	81
		19/160	00	00	90
		19/161	00	02	65
		19/163	00	04	06
		19/164	00	04	05
		19/165	00	01	01
		19/166	00	03	82
		31/182	00	07	32
		31/183	00	02	66
		31/184	00	03	44
		31/185	00	01	69
		31/186	00	00	11
		82/216	00	00	20
		93/245	00	07	21
		93/246	00	03	58
		93/247	00	04	00
		96/254	00	14	90
		97/257	00	02	21
		98/260	00	00	20
हरिनापासदलवार	53	56	00	04	59

(1)	(2)	(3)	(4)	(5)	(6)
		57	00	01	52
		58	00	10	01
		335	00	06	37
		336	00	00	50
		338	00	00	40
		340	00	05	86
		341	00	04	82
		346	00	01	06
		347	00	09	97
		349	00	16	09
		352	00	02	97
		356	00	11	48
		357	00	00	20
		335/597	00	00	93
		56/605	00	00	87
		53/634	00	00	47
		53/635	00	01	96
		53/637	00	01	45
		56/655	00	01	05
		56/656	00	04	39
		56/662	00	00	20
		56/664	00	03	99
		56/665	00	05	74
		56/666	00	07	15
		56/669	00	07	62
		56/670	00	05	59
		56672	00	02	71
		56/673	00	05	22
		56/674	00	03	09
		58/693	00	00	20
		58/694	00	04	35
		58/697	00	06	24
		58/698	00	06	47
		58/699	00	02	88
		58/700	00	00	20
		58/701	00	02	28
		58/702	00	08	71
		62/711	00	01	18
		62/712	00	00	17
		341/806	00	04	40
		342/807	00	04	85
		342/808	00	06	01
		346/811	00	11	63
		347/812	00	00	69
		352/816	00	06	59
		352/817	00	02	88
		352/818	00	00	20
		352/819	00	02	81
		352/820	00	03	60
		352/821	00	03	55
		355/826	00	01	57

(1)	(2)	(3)	(4)	(5)	(6)
		355/827	00	02	10
		355/828	00	01	46
		355/829	00	02	38
		355/830	00	03	82
डुमुरबेरे	47	1	00	08	74
		2	00	04	76
		3	00	07	07
		18	00	05	51
		17/194	00	04	18
		13/268	00	07	71
		13/270	00	10	43
		18/274	00	02	72
		18/276	00	02	80
		18/277	00	08	15
		18/278	00	03	79
		18/280	00	04	62
		18/281	00	07	97
		18/282	00	07	35
पश्चिम सरपाई	48	141	00	05	22
		143	00	02	84
		144	00	09	73
		146	00	04	28
		148	00	03	53
		149	00	00	86
		150	00	03	89
		152	00	00	14
		321	00	01	62
		330	00	04	89
		331	00	08	30
		332	00	02	70
		333	00	18	48
		351	00	01	11
		357	00	01	77
		358	00	01	69
		360	00	01	67
		381	00	01	57
		382	00	02	88
		385	00	04	62
		431	00	01	56
		432	00	00	20
		433	00	00	20
		434	00	04	57
		435	00	04	47
		446	00	04	83
		447	00	08	36
		448	00	03	26
		452	00	07	17
		453	00	01	11
		454	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		455	00	02	81
		458	00	04	25
		460	00	00	60
		560	00	01	16
		145/614	00	04	16
		145/615	00	00	20
		148/616	00	04	33
		148/617	00	03	38
		148/618	00	03	46
		148/620	00	03	42
		151/621	00	02	60
		151/622	00	02	41
		152/623	00	03	07
		319/657	00	00	89
		319/658	00	05	03
		319/659	00	07	25
		319/661	00	09	72
		319/662	00	07	61
		329/671	00	00	11
		332/672	00	00	20
		350/697	00	05	77
		350/698	00	10	83
		350/699	00	03	49
		350/700	00	00	48
		350/701	00	00	98
		430/719	00	06	82
		451/724	00	00	91
		453/725	00	01	68
		454/726	00	00	20
		455/727	00	03	35
		460/728	00	01	00
		462/730	00	00	20
पुलिस थाना: एगरा					
बोलकुशदा	90	35	00	03	73
		37	00	01	26
		38	00	04	46
		39	00	15	83
		41	00	05	53
		42	00	06	55
		43	00	01	56
		56	00	03	52
		57	00	09	38
		58	00	00	31
		62	00	02	73
		63	00	08	33
		64	00	00	20
		65	00	00	38
		66	00	10	21
		35/1362	00	00	20
		35/1374	00	13	27

(1)	(2)	(3)	(4)	(5)	(6)
चाटला	93	2436	00	07	39
		2437	00	06	53
		2441	00	01	47
		2443	00	00	57
		2444	00	06	28
		2445	00	08	73
		2449	00	07	29
		2450	00	01	01
		2478	00	00	20
		2479	00	06	52
		2483	00	11	49
		2487	00	08	29
		2488	00	08	48
		2507	00	00	95
		2508	00	13	48
		2512	00	00	20
		2513	00	11	29
		2514	00	01	11
		2518	00	06	22
		2519	00	00	20
		2520	00	01	88
		3250	00	09	15
		3280	00	06	55
		3281	00	09	42
		3284	00	08	37
		3285	00	02	72
		3291	00	02	12
		3292	00	00	20
		3293	00	00	33
		3294	00	04	46
		3295	00	09	70
		3296	00	00	73
		3297	00	01	18
		3310	00	02	08
		3311	00	09	73
		3312	00	06	45
		3313	00	00	20
		3316	00	02	37
		3342	00	17	04
		3343	00	00	58
		3358	00	00	20
		3359	00	00	23
		3360	00	11	24
		3361	00	01	67
		3362	00	09	09
		3363	00	00	31
		3366	00	14	49
		3367	00	18	80
		3312/3839	00	10	87
		2507/3918	00	02	78
		3540	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		3541	00	08	23
		3542	00	01	98
		3543	00	05	14
		3544	00	00	20
		3549	00	08	95
		3551	00	13	20
		3554	00	08	99
		3560	00	02	31
		3561	00	06	10
		3559/3925	00	07	66
चिरुलिया	102	1304	00	05	40
		1318	00	00	76
		1319	00	05	41
		1320	00	02	46
		1321	00	04	29
		1324	00	01	43
		1325	00	00	20
		1326	00	05	64
		1327	00	04	38
		1328	00	01	40
		1333	00	00	76
		1334	00	06	17
		1335	00	03	42
		1336	00	02	05
		1337	00	02	00
		1339	00	09	12
		1340	00	00	61
		1379	00	13	03
		1380	00	04	96
		1385	00	07	22
		1386	00	00	24
		1387	00	00	62
		1388	00	12	78
		1391	00	10	98
		1392	00	00	20
पानिपारुल	203	368	00	00	56
		369	00	01	18
		370	00	01	36
		512	00	00	20
		513	00	06	85
		514	00	11	16
		598	00	09	46
		602	00	04	28
		604	00	14	12
		605	00	19	23
		614	00	00	45
		615	00	00	91
		616	00	05	85
		617	00	02	45

(1)	(2)	(3)	(4)	(5)	(6)
		628	00	01	58
		629	00	06	89
		630	00	04	10
		637	00	09	35
		638	00	04	49
		639	00	00	24
		650	00	12	68
		656	00	15	57
		657	00	06	03
		688	00	04	32
		689	00	00	27
		624/6258	00	07	56
		652	00	00	75
		655	00	08	92
		656	00	00	34
		657	00	05	24
		745	00	04	90
		746	00	01	47
		748	00	00	20
		749	00	00	11
		750	00	10	39
		751	00	00	94
		755	00	04	66
		756	00	04	20
		757	00	03	14
		758	00	07	29
		784	00	19	87
		790	00	01	61
		791	00	17	56
		792	00	12	08
		793	00	05	18
		795	00	00	55
		796	00	00	12
		807	00	03	97
		808	00	00	26
		866	00	00	20
		988	00	20	39
		990	00	04	22
		991	00	09	95
		994	00	07	16
		995	00	04	04
		1006	00	00	55
		1008	00	00	77
		1009	00	26	37
		1010	00	00	20
		1013	00	02	41
		1025	00	01	11
		1027	00	06	33
		1028	00	06	95
		1029	00	00	23
		1246	00	08	83

(1)	(2)	(3)	(4)	(5)	(6)
		1247	00	09	71
		1262	00	00	37
		1263	00	05	13
		1264	00	04	73
		1265	00	00	37
		1266	00	07	14
		1267	00	00	39
		1269	00	03	25
		1270	00	05	65
		1271	00	13	79
		1272	00	01	46
		1273	00	09	43
		1274	00	02	65
		745/8901	00	00	66
		746/8902	00	07	21
		758/8903	00	07	59
		988/8908	00	05	42
		794/8911	00	06	96
		1007/8948	00	04	76
		1025/8952	00	01	96
		1027/8953	00	01	25
		2794	00	05	13
		2795	00	02	64
		8000	00	08	82
लालपुर	202	129	00	07	06
		173	00	10	23
		174	00	04	69
		175	00	02	98
		179	00	09	03
		181	00	01	09
		182	00	06	74
		183	00	00	20
		184	00	07	65
		185	00	00	58
		192	00	00	62
		193	00	00	28
		185/1027	00	10	51
खुरुटिया	201	352	00	00	24
		353	00	00	97
		361	00	08	43
		362	00	02	32
		363	00	03	81
		364	00	00	23
		368	00	03	20
		369	00	09	55
		373	00	00	20
		360/1468	00	00	20
		360/1469	00	05	77

(1)	(2)	(3)	(4)	(5)	(6)
		362/1471	00	01	19
		363/1472	00	00	55
		362/1661	00	00	56
		397	00	02	55
		398	00	00	39
		401	00	05	83
		403	00	04	66
		404	00	02	70
		406	00	03	73
		408	00	05	46
		419	00	00	42
		421	00	01	53
		423	00	00	57
		424	00	02	33
		425	00	01	54
		426	00	04	39
		427	00	01	15
		430	00	01	24
		431	00	00	20
		848	00	00	93
		849	00	01	46
		851	00	03	63
		852	00	06	31
		853	00	08	13
		854	00	10	60
		857	00	00	20
		858	00	01	64
		936	00	00	24
		938	00	00	58
		939	00	15	20
		940	00	00	70
		949	00	04	98
		950	00	05	63
		951	00	01	15
		953	00	00	51
		962	00	05	29
		963	00	05	93
		964	00	04	77
		965	00	08	00
		966	00	00	20
		969	00	01	52
		1142	00	00	91
		1153	00	00	20
		1154	00	00	20
		1155	00	02	67
		1156	00	05	47
		1157	00	03	83
		1159	00	01	23
		1160	00	05	89
		1161	00	07	03
		1183	00	05	57

(1)	(2)	(3)	(4)	(5)	(6)
		1186	00	00	20
		1187	00	14	06
		1189	00	02	97
		1191	00	01	67
		1200	00	06	11
		1201	00	07	61
		1223	00	07	32
		1228	00	00	20
		1229	00	11	42
		1230	00	09	38
		1231	00	00	20
		1232	00	06	11
		1244	00	08	92
		1245	00	01	38
		1246	00	07	09
		1247	00	00	61
		1248	00	01	75
		1252	00	03	03
		1294	00	05	33
		1295	00	00	56
		1298	00	09	01
		1300	00	04	52
		1301	00	03	23
		1303	00	12	02
		430/1494	00	08	61
		948/1567	00	01	29
		1190/1625	00	02	69
		1194/1627	00	00	38
		1199/1631	00	02	27
		1201/1633	00	01	25
		1231/1639	00	12	10
		1242/1646	00	06	11
		1244/1647	00	02	18
तेघरि	200	1	00	08	16
		2	00	02	52
		3	00	03	54
		21	00	04	99
		22	00	00	32
		1/443	00	04	39
गड़िया	196	999	00	00	20
		1035	00	04	85
		1036	00	00	20
		1072	00	02	98
		1073	00	10	60
		1074	00	00	63
		1075	00	09	72
		1078	00	03	54
		1079	00	02	40
		1087	00	10	93

(1)	(2)	(3)	(4)	(5)	(6)
		1088	00	04	37
		1096	00	00	70
		1102	00	02	53
		1103	00	04	40
		1104	00	07	29
		1106	00	04	59
		1125	00	01	41
		1126	00	07	02
		1127	00	02	83
		1134	00	00	34
		1135	00	11	39
		1136	00	10	17
		1137	00	03	12
		1138	00	01	67
		1139	00	00	20
		1152	00	17	85
		1155	00	01	82
अस्ति	195	1024	00	00	20
		1025	00	03	76
		1027	00	02	11
		1028	00	06	45
दुबदा	191	9282	00	00	61
		9283	00	04	01
		9284	00	02	59
		9285	00	01	63
		9288	00	00	20
		9299	00	08	84
		9300	00	02	04
		9456	00	01	19
		9457	00	06	99
		9458	00	00	20
		9460	00	10	54
		9461	00	03	07
		9471	00	07	99
		9472	00	00	20
		9473	00	10	64
		9474	00	02	25
		9481	00	04	31
		9487	00	03	28
		9488	00	02	73
		9489	00	05	33
		9511	00	00	81
		9512	00	08	39
		9513	00	01	01
		9514	00	09	62
		9522	00	07	35
		9523	00	05	49
		9524	00	07	92
		9525	00	03	44

(1)	(2)	(3)	(4)	(5)	(6)
		9529	00	16	81
		9620	00	03	01
		10712	00	04	07
		10714	00	01	06
		10715	00	05	16
		10716	00	03	82
		10720	00	02	38
		10727	00	01	42
		9625	00	17	03
		9626	00	00	96
		9627	00	00	20
		9628	00	07	02
		9630	00	07	05
		9661	00	00	20
		9663	00	03	29
		9664	00	03	55
		9667	00	16	59
		9668	00	04	49
		9682	00	00	32
		9683	00	09	41
		9684	00	04	17
		9685	00	00	20
		9686	00	10	76
		9688	00	00	33
		9689	00	01	81
		9690	00	08	03
		9691	00	05	34
		9692	00	09	43
		9708	00	00	20
		9580/13036	00	04	83
		9692/13040	00	03	02
		10135	00	03	52
		10164	00	01	22
		10269	00	06	73
		10273	00	09	94
		10274	00	04	67
		10275	00	00	20
		10281	00	03	57
		10282	00	03	25
		10284	00	02	94
		10285	00	03	06
		10287	00	02	97
		10288	00	03	60
		10289	00	00	20
		10290	00	03	18
		10291	00	05	07
		10292	00	04	97
		10411	00	02	48
		10451	00	01	17
		10452	00	00	67
		10453	00	01	39

(1)	(2)	(3)	(4)	(5)	(6)
		10454	00	01	66
		10455	00	00	39
		10456	00	12	54
		10457	00	00	20
		10473	00	00	20
		10474	00	01	90
		10475	00	03	48
		10476	00	00	45
		10477	00	06	26
		10478	00	06	61
		10479	00	03	69
		10480	00	03	68
		10481	00	03	66
		10482	00	00	97
		10488	00	12	51
		10489	00	00	20
		10491	00	00	74
		10492	00	17	11
		10493	00	00	20
		10494	00	00	20
		10648	00	00	20
		10649	00	12	30
		10657	00	15	33
		10658	00	15	22
		10661	00	01	50
		10686	00	02	75
		10687	00	00	49
		10688	00	17	30
		10691	00	04	84
		10694	00	00	20
		10695	00	00	51
		10696	00	07	27
		10699	00	10	33
		10700	00	02	78
		10702	00	07	64
		10703	00	03	22
		11226	00	12	99
		11227	00	05	34
		11228	00	01	84
		11229	00	03	80
		11230	00	01	61
		11236	00	04	27
		11237	00	00	20
		11397	00	00	82
		11406	00	01	33
		11407	00	05	17
		11408	00	06	80
		11411	00	08	63
		11412	00	08	50
		11423	00	00	71
		11425	00	11	58

(1)	(2)	(3)	(4)	(5)	(6)
		11426	00	00	20
		11429	00	00	20
		11430	00	01	67
		11433	00	13	65
		11434	00	04	98
		11435	00	03	96
		11441	00	00	54
		11442	00	09	04
		11443	00	00	20
		11444	00	09	30
		11445	00	03	15
		10650/13044	00	02	57
		11498	00	05	61
		11499	00	05	00
		11500	00	11	33
		11502	00	11	55
		11503	00	04	77
		11504	00	04	25
		11712	00	01	08
		11714	00	11	96
		11716	00	10	12
		11717	00	05	39
		11718	00	08	25
		11719	00	01	95
		11741	00	05	96
		11742	00	08	57
		11743	00	00	66
		11814	00	00	20
		11815	00	15	62
		11818	00	15	13
		11819	00	04	75
		11820	00	05	34
		11822	00	00	20
		11823	00	00	20
		11828	00	00	76
		11829	00	12	09
		11830	00	12	39
		11831	00	01	61
		11832	00	01	44
		11833	00	09	73
		11834	00	01	76
		11866	00	01	66
		11867	00	01	83
		12031	00	04	60
		12032	00	01	09
		12033	00	07	13
		12036	00	06	13
		12040	00	00	20
		12041	00	09	68
		12042	00	00	99
		12043	00	03	75

(1)	(2)	(3)	(4)	(5)	(6)
		12044	00	06	11
		12051	00	02	08
		12052	00	06	73
		12054	00	09	43
		11866/12340	00	21	45
		12027/12341	00	04	35
		11858/12343	00	00	20
		11812/13072	00	00	60
चिरुलिया	265	449	00	08	97
		450	00	00	20
		454	00	00	20
		455	00	05	96
		456	00	00	15
		462	00	03	87
		463	00	01	84
		464	00	00	20
		465	00	00	48
		466	00	01	83
		467	00	08	60
		481	00	03	05
		482	00	00	20
		483	00	03	68
		485	00	01	75
		486	00	01	49
		491	00	04	11
		492	00	02	89
		493	00	00	28
		495	00	05	05
		505	00	00	20
		506	00	04	70
		507	00	00	28
		508	00	00	73
		509	00	07	90
		511	00	01	80
		513	00	00	44
		514	00	13	02
		522	00	02	26
		523	00	02	16
		525	00	00	60
		526	00	03	13
		527	00	05	12
		528	00	02	64
		529	00	02	86
		549	00	01	04
		552	00	09	57
		553	00	01	25
		554	00	00	20
		563	00	09	95
		564	00	00	20
		566	00	17	10

(1)	(2)	(3)	(4)	(5)	(6)
		567	00	00	43
		569	00	01	46
		570	00	05	01
		571	00	03	50
		572	00	01	91
		871	00	03	25
		872	00	04	53
		873	00	02	70
		878	00	07	52
		879	00	01	15
		880	00	00	92
		881	00	08	51
		882	00	01	71
		884	00	00	59
		938	00	08	46
		939	00	04	71
		940	00	07	52
		941	00	00	20
		984	00	00	20
		985	00	17	53
		987	00	04	97
		988	00	00	27
		989	00	03	84
		505/1118	00	00	33
		562/1119	00	00	69
		450/1121	00	00	47
बासुदेबपुर	259	2049	00	01	22
		2050	00	00	29
		2111	00	00	74
		2120	00	01	75
		2121	00	00	86
		2122	00	03	21
		2123	00	01	82
		2124	00	06	03
		2127	00	00	20
		2128	00	05	51
		2129	00	02	82
		2130	00	02	54
		2131	00	00	20
		2132	00	03	77
		2133	00	07	16
		2135	00	02	49
		2142	00	06	46
		2143	00	01	18
		2146	00	04	30
		2147	00	07	00
		2149	00	01	28
		2150	00	10	29
		2151	00	04	22
		2160	00	00	37

(1)	(2)	(3)	(4)	(5)	(6)
		2149/5840	00	05	89
		2150/5841	00	02	34
		2151/5842	00	00	20
		2439	00	03	15
		2440	00	00	20
		2449	00	03	36
		2450	00	04	96
		2451	00	05	80
		2452	00	02	42
		2453	00	01	69
		2454	00	03	53
		2455	00	04	51
		2456	00	06	21
		2457	00	00	72
		2731	00	05	99
		2734	00	14	39
		2741	00	02	79
		2742	00	06	22
		2765	00	00	85
		2768	00	09	69
		2769	00	08	92
		2816	00	12	37
		2817	00	04	00
		2829	00	01	32
		2830	00	00	87
		2894	00	02	31
		2895	00	01	61
		2896	00	11	38
		2897	00	02	49
		2898	00	00	20
		2904	00	03	23
		2905	00	00	58
		2906	00	05	03
		2907	00	03	19
		2908	00	00	42
		2927	00	01	21
		3003	00	05	92
		3004	00	02	93
		3006	00	13	56
		3007	00	01	11
		3010	00	01	84
		3018	00	00	20
		3019	00	09	89
		3020	00	04	05
		3044	00	03	34
		3045	00	02	24
		3046	00	00	48
		3047	00	02	55
		3049	00	00	20
		3056	00	01	11
		3057	00	02	56

(1)	(2)	(3)	(4)	(5)	(6)
		3058	00	11	68
		3061	00	02	10
		3062	00	04	45
		3063	00	07	48
		3299	00	02	18
		3046/5862	00	04	23
		3046/5863	00	01	39
		3046/5864	00	01	46
		3475	00	00	45
		3476	00	09	56
		3477	00	12	22
		3478	00	10	28
		3479	00	09	93
		3482	00	01	06
		3490	00	05	97
		3491	00	00	20
		3492	00	08	33
		3494	00	09	11
		3495	00	05	68
		3496	00	13	58
		3497	00	00	64
		3499	00	01	06
		3780	00	02	03
		3783	00	01	04
		3789	00	01	09
		3791	00	00	20
		3792	00	03	24
		3793	00	03	62
		3794	00	12	09
		3804	00	01	07
		3805	00	03	33
		3806	00	06	11
		3807	00	06	99
		3810	00	00	32
		3847	00	10	55
		3848	00	00	34
		3849	00	04	49
		3850	00	04	14
		3851	00	00	67
		3965	00	01	11
		3967	00	00	62
		3968	00	03	06
		3969	00	00	20
		3970	00	00	81
		3478/5923	00	03	39
जिनन्दपुर	255	282	00	01	63
		284	00	00	20
		285	00	01	17
		339	00	01	33
		340	00	11	58

(1)	(2)	(3)	(4)	(5)	(6)
		343	00	01	31
		345	00	07	85
		346	00	05	34
		415	00	00	20
		417	00	03	03
		418	00	02	89
		419	00	00	20
		425	00	00	46
		426	00	08	95
		427	00	04	01
		435	00	00	20
		436	00	00	71
		437	00	03	63
		438	00	01	12
		439	00	02	52
		440	00	03	90
		485	00	00	21
		486	00	00	40
		492	00	03	80
		528	00	00	20
		529	00	05	46
		530	00	00	20
		532	00	03	77
		533	00	05	68
		534	00	00	78
		535	00	07	96
		547	00	0	49
		548	00	08	90
		549	00	01	47
		550	00	00	33
		596	00	01	35
		641	00	00	98
		642	00	01	82
		643	00	13	13
		647	00	06	65
		656	00	00	39
		657	00	06	69
		674	00	00	92
		675	00	04	14
		676	00	14	48
		677	00	03	39
		679	00	01	23
		484/829	00	01	62
		346/854	00	00	20
		428/858	00	03	33
		434/859	00	11	19
		340/896	00	07	64
		492/901	00	10	05
		641/907	00	00	20
		470/928	00	02	08
		470/929	00	02	63

(1)	(2)	(3)	(4)	(5)	(6)
		470/930	00	05	88
		282/949	00	00	30
बाथुयाड़ि	244	1730	00	15	01
		1737	00	03	06
		1738	00	10	81
		1739	00	00	20
		1746	00	12	56
		1769	00	01	25
		1770	00	13	31
		1785	00	01	46
		1824	00	03	04
		1825	00	42	43
		1833	00	00	97
		1838	00	04	11
		1840	00	00	88
		2707	00	00	68
		2708	00	09	90
		2709	00	11	88
		2712	00	06	52
		2713	00	03	32
		2714	00	00	20
		2723	00	02	81
		2932	00	03	77
		1746/3055	00	10	58
		1824/3057	00	14	51
		1833/3089	00	12	28
उत्तर रामचक	239	10	00	00	20
		12	00	16	49
		13	00	15	36
		71	00	06	43
		78	00	06	46
		79	00	03	28
		80	00	10	30
		82	00	07	93
		88	00	00	99
		89	00	06	08
		90	00	07	42
		130	00	07	01
		138	00	05	20
		139	00	04	25
		140	00	01	56
		143	00	00	20
		150	00	02	00
		155	00	00	20
		156	00	04	37
		157	00	06	51
		158	00	03	49
		162	00	01	70
		163	00	01	54

(1)	(2)	(3)	(4)	(5)	(6)
		164	00	01	43
		165	00	01	13
		166	00	01	28
		167	00	03	71
		168	00	00	59
		169	00	02	13
		170	00	01	00
		173	00	00	20
		185	00	00	20
		99/363	00	03	86
		129/365	00	06	93
		162/394	00	02	84
उत्तर कुरि	238	9	00	00	83
		11	00	04	86
		13	00	04	02
		17	00	02	74
		18	00	11	33
		41	00	04	23
		42	00	01	13
		44	00	21	25
		51	00	00	23
		53	00	05	52
		55	00	08	94
		56	00	03	99
		57	00	04	32
		59	00	03	93
		60	00	04	02
		67	00	04	42
		68	00	00	20
		72	00	28	07
		73	00	02	12
		167	00	01	65
		67/336	00	04	72
		67/337	00	01	32
बारभागिया	236	53	00	00	70
		55	00	12	73
		56	00	01	33
		57	00	02	40
		58	00	00	46
		142	00	17	55
		143	00	06	97
		146	00	00	20
		175	00	05	47
		179	00	02	15
		180	00	03	82
		181	00	01	98
		182	00	03	88
		183	00	00	20
		253	00	11	34

(1)	(2)	(3)	(4)	(5)	(6)
		256	00	02	80
		257	00	02	53
		258	00	05	28
		259	00	05	22
		260	00	00	20
		270	00	00	67
		337	00	00	85
		339	00	00	20
		340	00	00	40
		399	00	03	43
		400	00	00	20
		403	00	10	20
		425	00	01	06
		455	00	22	37
		53/605	00	00	51
		53/606	00	03	04
		53/607	00	08	11
		455/631	00	00	40
		339/642	00	08	40
		144/648	00	10	56
		403/681	00	09	99
		51/689	00	03	57
		400/700	00	04	86
		184/728	00	09	20
		184/729	00	10	84
		317/733	00	01	02
		340/744	00	07	94
		340/745	00	01	02
		455/758	00	01	63
		455/759	00	01	13
		455/760	00	21	92
		455/761	00	04	18
		400/774	00	03	62
उत्तर पद्मा	233	81	00	00	85
		84	00	02	43
		113	00	01	14
		114	00	26	82
ढलगोदा	231	604	00	01	54
		753	00	12	09
		754	00	06	80
		756	00	00	67
		757	00	01	78
		758	00	02	94
		776	00	05	69
		780	00	05	53
		790	00	01	37
		791	00	12	01
		792	00	04	44
		794	00	00	59
		802	00	04	99

(1)	(2)	(3)	(4)	(5)	(6)
		803	00	03	42
		804	00	04	63
		853	00	08	84
		856	00	09	97
		874	00	00	20
		875	00	07	37
		876	00	00	57
		878	00	03	96
		879	00	01	81
		880	00	21	73
		881	00	00	20
		885	00	00	38
		887	00	00	59
		888	00	10	81
		889	00	08	76
		924	00	03	73
		932	00	03	54
		933	00	05	04
		934	00	00	20
		935	00	05	54
		936	00	02	33
		937	00	14	48
		953	00	01	16
		746/1199	00	00	20
		755/1202	00	00	20
		755/1203	00	02	00
		756/1205	00	01	55
		757/1206	00	00	65
		757/1207	00	00	63
		856/1219	00	06	39
		931/1231	00	03	22
		932/1248	00	00	20
		932/1249	00	00	20
पुलिस थाना : रामनगर					
बाधिया	6	1238	00	00	12
		1239	00	01	18
		1240	00	01	78
		1242	00	05	03
		1247	00	00	42
		1248	00	05	43
		1249	00	03	96
उदामपुर	5	155	00	05	91
		156	00	00	53
		157	00	00	33
		159	00	04	88
		161	00	02	57
		162	00	00	32
		163	00	01	27

(1)	(2)	(3)	(4)	(5)	(6)
		164	00	01	75
		165	00	03	07
		166	00	02	21
		168	00	00	45
		169	00	01	03
		170	00	04	61
		171	00	09	02
पुलिस थाना : महीशादल					
केशबपुर जालपाइ	133	721	00	03	95
		722	00	03	26
		723	00	02	60
		796	00	02	23
		801	00	09	95
		802	00	06	48
कांचनपुर जालपाइ	132	670	00	06	18
		671	00	04	78
		673	00	02	45
		676	00	00	43
पुलिस थाना : सुताहाटा					
बार बासुदेबपुर	62	2064	00	04	42
		2065	00	06	14
		2070	00	00	40
		2071	00	01	95
		2345	00	01	40
कुनारपुर	58	240	00	05	76
		242	00	09	51
		243	00	01	39
		251	00	03	36
		252	00	02	9
		253	00	03	60
		256	00	01	35
		258	00	07	14
		259	00	00	38
		282	00	01	20
		287	00	00	20
		288	00	00	77
		289	00	01	72
		290	00	00	20
		291	00	03	13
		293	00	00	50
		295	00	02	40
		296	00	04	73
आनन्दपुर	52	1	00	00	87
		3	00	01	09
		15	00	15	29

(1)	(2)	(3)	(4)	(5)	(6)
		17	00	03	91
		62	00	01	74
		67	00	00	20
		68	00	01	70
		69	00	08	33
		467	00	01	86
		555	00	01	02
		625	00	03	95
		627	00	03	09
		633	00	00	20
		663	00	00	98
		668	00	03	72
		669	00	00	84
		671	00	01	63
		672	00	07	31
		674	00	02	72
		1173	00	05	20

[फा. सं. आर-25011/13/2004-ओ.आर-I]
रेणुका कुमार, अवर सचिव

New Delhi, the 8th June, 2004

S. O. 1348.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum(crude)from Paradip in the State of Orissa to Haldia in the State of West Bengal, a pipeline should be laid by Indian Oil Corporation Limited,

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein,

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section(1)of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Sri Arabinda Ghosh, Competent Authority, Paradip Haldia Crude Oil Pipeline Project,Indian Oil Corporation Limited, Kasberia, Post Office-Khanjanchak,Purba Midnapur-721602 (West-Bengal).

Schedule

Police Station : Marishda		District : Purba Midnapur	State : West-Bengal		
Name of Village	Jurisdiction List No.	Plot. No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Pachish Batya	79	1115	00	02	25
		1116	00	07	19
		1117	00	03	42
		1118	00	03	89
		1119	00	05	04
		1120	00	01	07
		1121	00	04	38
		1122	00	03	71
		1124	00	03	99
		1125	00	01	49
		1126	00	00	20
		1130/1140	00	00	77
Hatiari	134	24	00	04	54
		25	00	02	28
		26	00	00	86
		30	00	02	97
		32	00	00	20
		44	00	01	56
		45	00	05	82
		48	00	11	26
		49	00	00	31
		54	00	01	59
		55	00	09	22
		56	00	01	06
		57	00	00	37
		59	00	10	72
		68	00	01	71
		69	00	08	17
		70	00	06	20
		71	00	03	33
		72	00	02	63
		81	00	01	21
		107	00	00	78
		109	00	02	58
		114	00	00	20
		115	00	04	10
		116	00	16	41
		117	00	00	20
		122	00	10	05
		123	00	11	68
		124	00	00	20
		129	00	01	06
		130	00	05	81
		151	00	00	20
		152	00	00	72
		153	00	10	82

(1)	(2)	(3)	(4)	(5)	(6)
		155	00	14	69
		156	00	11	89
		158	00	00	50
		159	00	12	73
		166	00	08	47
		190	00	00	21
		245	00	00	20
		249	00	05	86
		251	00	07	84
		253	00	06	00
		254	00	02	20
		363	00	06	05
		364	00	01	79
		365	00	08	05
		371	00	00	30
		372	00	13	09
		373	00	05	20
		378	00	04	82
		387	00	00	20
		388	00	06	89
		389	00	00	38
		391	00	07	72
		392	00	05	67
		496	00	04	68
		497	00	01	76
		498	00	07	64
		499	00	01	63
		518	00	00	66
		159/1123	00	02	58
		131/1124	00	09	80
		45/1130	00	05	30
		31/1131	00	00	23
		215/1154	00	00	20
		107/1171	00	02	20
		107/1183	00	11	16
		215/1185	00	02	37
Srichandanpur	76	14	00	19	47
		78	00	00	68
		79	00	00	75
		80	00	01	04
		81	00	07	12
		82	00	05	09
		83	00	05	07
		84	00	03	55
		85	00	04	39
		87	00	02	27
		88	00	02	11
		95	00	04	93
		99	00	02	26
		111	00	18	67

(1)	(2)	(3)	(4)	(5)	(6)
		112	00	08	53
		113	00	17	28
		99/137	00	00	76
		14/138	00	00	73
		80/147	00	01	98
		113/148	00	00	65
		100/160	00	03	10
		74/201	00	08	97
		99/212	00	15	49
Bahulya	75	60	00	00	20
		103	00	01	31
		105	00	00	22
		106	00	05	48
		110	00	09	09
		112	00	00	53
		117	00	00	25
		118	00	08	46
		119	00	12	68
		127	00	27	29
		133	00	01	03
		134	00	03	57
		135	00	00	22
		142	00	00	58
		144	00	08	47
		145	00	06	08
		146	00	04	38
		148	00	09	24
		151	00	00	20
		152	00	05	56
		153	00	09	06
		155	00	00	20
		322	00	00	74
Bamania	74	62	00	00	20
		63	00	08	69
		64	00	00	60
		65	00	00	99
		162	00	00	48
		165	00	03	38
		166	00	03	07
		168	00	02	96
		169	00	02	61
		170	00	02	40
		173	00	06	38
		174	00	03	28
		176	00	07	65
		179	00	01	73
		180	00	08	11
		192	00	00	89
		195	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		196	00	08	88
		197	00	11	96
		200	00	09	32
		332	00	01	59
		333	00	02	84
		334	00	02	49
		337	00	00	20
		377	00	00	70
		378	00	00	33
		379	00	07	81
		384	00	01	49
		385	00	06	06
		386	00	07	89
		401	00	11	77
		402	00	00	44
		405	00	08	63
		413	00	00	40
		63/617	00	02	64
		174/679	00	03	18
		195/685	00	00	49
		196/686	00	01	10
		199/687	00	04	55
Shibpurbeltalya	41	121	00	00	81
		161	00	03	50
		169	00	14	56
		180	00	06	76
		185	00	01	01
		210	00	00	19
		211	00	09	70
		242	00	03	77
		243	00	00	84
		257	00	01	38
		161/438	00	05	71
		170/474	00	00	20
		170/475	00	02	31
		170/476	00	05	31
		170/477	00	02	63
		170/478	00	00	10
		170/480	00	01	66
		170/481	00	04	94
		170/482	00	00	56
		174/483	00	02	29
		174/484	00	04	50
		174/485	00	00	21
		179/494	00	01	04
		180/497	00	00	17
		180/498	00	00	11
		80/499	00	06	61
		211/500	00	05	74
		180/501	00	07	47

(1)	(2)	(3)	(4)	(5)	(6)
		180/502	00	06	44
		206/513	00	09	17
		207/517	00	06	66
		207/518	00	06	11
		210/523	00	09	27
		210/524	00	04	18
		211/529	00	06	71
		211/530	00	00	20
		242/538	00	09	04
		242/539	00	10	38
		242/540	00	04	32
		257/556	00	15	20
		258/560	00	05	84
		258/561	00	06	00
		258/562	00	02	65
Kadua	42	70	00	02	17
		71	00	03	86
		72	00	05	94
		73	00	00	72
		75	00	09	22
		76	00	08	64
		79	00	00	16
		80	00	03	60
		81	00	05	01
		69/215	00	00	63
		69/216	00	02	02
		82/218	00	02	85
Dhanghara	52	1	00	00	83
		6	00	00	21
		10	00	03	20
		11	00	03	53
		12	00	05	93
		14	00	02	44
		15	00	02	12
		17	00	05	73
		19	00	02	71
		20	00	00	20
		18/309	00	02	14
		6/316	00	05	17
		6/317	00	05	49
		6/318	00	02	57
		9/323	00	02	05
		9/325	00	03	34
		9/326	00	00	88
		10/327	00	00	61
		11/328	00	02	05
		11/329	00	02	02
		13/330	00	06	03
		14/333	00	02	71

(1)	(2)	(3)	(4)	(5)	(6)
		14/334	00	01	39
		14/335	00	02	76
		18/336	00	02	40
		20/339	00	01	40
		20/340	00	00	27
Kumariakhankakuria	51	30	00	00	20
		31	00	02	83
		55	00	03	55
		56	00	02	42
		57	00	03	21
		59	00	04	23
		60	00	03	15
		61	00	03	58
		62	00	04	99
		83	00	00	98
		84	00	07	91
		93	00	04	22
		94	00	01	94
		95	00	00	61
		97	00	05	22
		62/122	00	01	12
		62/123	00	00	20
		41/124	00	01	01
		19/148	00	00	20
		19/149	00	02	86
		19/152	00	07	26
		19/153	00	03	92
		19/154	00	03	68
		19/158	00	03	00
		19/159	00	02	81
		19/160	00	00	90
		19/161	00	02	65
		19/163	00	04	06
		19/164	00	04	05
		19/165	00	01	01
		19/166	00	03	82
		31/182	00	07	32
		31/183	00	02	66
		31/184	00	03	44
		31/185	00	01	69
		31/186	00	00	11
		82/216	00	00	20
		93/245	00	07	21
		93/246	00	03	58
		93/247	00	04	00
		96/254	00	14	90
		97/257	00	02	21
		98/260	00	00	20
Harinapashdalbar	53	56	00	04	59

(1)	(2)	(3)	(4)	(5)	(6)
		57	00	01	52
		58	00	10	01
		335	00	06	37
		336	00	00	50
		338	00	00	40
		340	00	05	86
		341	00	04	82
		346	00	01	06
		347	00	09	97
		349	00	16	09
		352	00	02	97
		356	00	11	48
		357	00	00	20
		335/597	00	00	93
		56/605	00	00	87
		53/634	00	00	47
		53/635	00	01	96
		53/637	00	01	45
		56/655	00	01	05
		56/656	00	04	39
		56/662	00	00	20
		56/664	00	03	99
		56/665	00	05	74
		56/666	00	07	15
		56/669	00	07	62
		56/670	00	05	59
		56672	00	02	71
		56/673	00	05	22
		56/674	00	03	09
		58/693	00	00	20
		58/694	00	04	35
		58/697	00	06	24
		58/698	00	06	47
		58/699	00	02	88
		58/700	00	00	20
		58/701	00	02	28
		58/702	00	08	71
		62/711	00	01	18
		62/712	00	00	17
		341/806	00	04	40
		342/807	00	04	85
		342/808	00	06	01
		346/811	00	11	63
		347/812	00	00	69
		352/816	00	06	59
		352/817	00	02	88
		352/818	00	00	20
		352/819	00	02	81
		352/820	00	03	60
		352/821	00	03	55
		355/826	00	01	57

(1)	(2)	(3)	(4)	(5)	(6)
		355/827	00	02	10
		355/828	00	01	46
		355/829	00	02	38
		355/830	00	03	82
Dumurbere	47	1	00	06	74
		2	00	04	76
		3	00	07	07
		18	00	05	51
		17/194	00	04	18
		13/266	00	07	71
		13/270	00	10	43
		18/274	00	02	72
		18/276	00	02	60
		18/277	00	08	15
		18/278	00	03	79
		18/280	00	04	62
		18/281	00	07	97
		18/282	00	07	35
Paschim Sarpa	46	141	00	05	22
		143	00	02	84
		144	00	09	73
		146	00	04	28
		148	00	03	53
		149	00	00	86
		150	00	03	89
		152	00	00	14
		321	00	01	62
		330	00	04	89
		331	00	08	30
		332	00	02	70
		333	00	18	48
		351	00	01	11
		357	00	01	77
		358	00	01	69
		360	00	01	67
		381	00	01	57
		382	00	02	88
		385	00	04	82
		431	00	01	56
		432	00	00	20
		433	00	00	20
		434	00	04	57
		435	00	04	47
		446	00	04	83
		447	00	08	36
		448	00	03	26
		452	00	07	17
		453	00	01	11
		454	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		455	00	02	81
		458	00	04	25
		460	00	00	60
		560	00	01	16
		145/614	00	04	16
		145/615	00	00	20
		148/616	00	04	33
		148/617	00	03	38
		148/618	00	03	46
		148/620	00	03	42
		151/621	00	02	60
		151/622	00	02	41
		152/623	00	03	07
		319/657	00	00	89
		319/658	00	05	03
		319/659	00	07	25
		319/661	00	09	72
		319/662	00	07	61
		329/671	00	00	11
		332/672	00	00	20
		350/697	00	05	77
		350/698	00	10	83
		350/699	00	03	49
		350/700	00	00	48
		350/701	00	00	98
		430/719	00	06	82
		451/724	00	00	91
		453/725	00	01	68
		454/726	00	00	20
		455/727	00	03	35
		460/728	00	01	00
		462/730	00	00	20
Police Station : Egra					
Bolkushda	90	35	00	03	73
		37	00	01	26
		38	00	04	46
		39	00	15	83
		41	00	05	53
		42	00	06	55
		43	00	01	56
		56	00	03	52
		57	00	09	38
		58	00	00	31
		62	00	02	73
		63	00	08	33
		64	00	00	20
		65	00	00	38
		66	00	10	21
		35/1362	00	00	20
		35/1374	00	13	27

(1)	(2)	(3)	(4)	(5)	(6)
Chatla	93	2436	00	07	39
		2437	00	06	53
		2441	00	01	47
		2443	00	00	57
		2444	00	06	28
		2445	00	08	73
		2449	00	07	29
		2450	00	01	01
		2478	00	00	20
		2479	00	06	52
		2483	00	11	49
		2487	00	08	29
		2488	00	08	48
		2507	00	00	95
		2508	00	13	48
		2512	00	00	20
		2513	00	11	29
		2514	00	01	11
		2518	00	06	22
		2519	00	00	20
		2520	00	01	88
		3250	00	09	15
		3280	00	06	55
		3281	00	09	42
		3284	00	08	37
		3285	00	02	72
		3291	00	02	12
		3292	00	00	20
		3293	00	00	33
		3294	00	04	46
		3295	00	09	70
		3296	00	00	73
		3297	00	01	18
		3310	00	02	08
		3311	00	09	73
		3312	00	06	45
		3313	00	00	20
		3316	00	02	37
		3342	00	17	04
		3343	00	00	58
		3358	00	00	20
		3359	00	00	23
		3360	00	11	24
		3361	00	01	67
		3362	00	09	09
		3363	00	00	31
		3366	00	14	49
		3367	00	18	80
		3312/3839	00	10	87
		2507/3918	00	02	78
		3540	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		3541	00	08	23
		3542	00	01	98
		3543	00	05	14
		3544	00	00	20
		3549	00	06	95
		3551	00	13	20
		3554	00	08	99
		3560	00	02	31
		3561	00	06	10
		3559/3925	00	07	66
Chirulia	102	1304	00	05	40
		1318	00	00	76
		1319	00	05	41
		1320	00	02	46
		1321	00	04	29
		1324	00	01	43
		1325	00	00	20
		1326	00	05	64
		1327	00	04	38
		1328	00	01	40
		1333	00	00	76
		1334	00	06	17
		1335	00	03	42
		1336	00	02	05
		1337	00	02	00
		1339	00	09	12
		1340	00	00	61
		1379	00	13	03
		1380	00	04	96
		1385	00	07	22
		1386	00	00	24
		1387	00	00	62
		1388	00	12	78
		1391	00	10	98
		1392	00	00	20
Paniparul	203	368	00	00	56
		369	00	01	18
		370	00	01	36
		512	00	00	20
		513	00	06	85
		514	00	11	16
		598	00	09	46
		602	00	04	28
		604	00	14	12
		605	00	19	23
		614	00	00	45
		615	00	00	91
		616	00	05	85
		617	00	02	45

(1)	(2)	(3)	(4)	(5)	(6)
		628	00	01	58
		629	00	06	89
		630	00	04	10
		637	00	09	35
		638	00	04	49
		639	00	00	24
		650	00	12	68
		656	00	15	57
		657	00	06	03
		688	00	04	32
		689	00	00	27
		624/6258	00	07	56
		652	00	00	75
		655	00	08	92
		656	00	00	34
		657	00	05	24
		745	00	04	90
		746	00	01	47
		748	00	00	20
		749	00	00	11
		750	00	10	39
		751	00	00	94
		755	00	04	66
		756	00	04	20
		757	00	03	14
		758	00	07	29
		784	00	19	87
		790	00	01	61
		791	00	17	56
		792	00	12	08
		793	00	05	18
		795	00	00	55
		796	00	00	12
		807	00	03	97
		808	00	00	26
		866	00	00	20
		988	00	20	39
		990	00	04	22
		991	00	09	95
		994	00	07	16
		995	00	04	04
		1006	00	00	55
		1008	00	00	77
		1009	00	26	37
		1010	00	00	20
		1013	00	02	41
		1025	00	01	11
		1027	00	06	33
		1028	00	06	95
		1029	00	00	23
		1246	00	08	83

(1)	(2)	(3)	(4)	(5)	(6)
		1247	00	09	71
		1262	00	00	37
		1263	00	05	13
		1264	00	04	73
		1265	00	00	37
		1266	00	07	14
		1267	00	00	39
		1269	00	03	25
		1270	00	05	65
		1271	00	13	79
		1272	00	01	46
		1273	00	09	43
		1274	00	02	65
		745/8901	00	00	66
		746/8902	00	07	21
		758/8903	00	07	59
		988/8908	00	05	42
		794/8911	00	06	96
		1007/8948	00	04	76
		1025/8952	00	01	96
		1027/8953	00	01	25
		2794	00	05	13
		2795	00	02	64
		8000	00	08	82
Lalpur	202	129	00	07	06
		173	00	10	23
		174	00	04	69
		175	00	02	98
		179	00	09	03
		181	00	01	09
		182	00	06	74
		183	00	00	20
		184	00	07	65
		185	00	00	58
		192	00	00	62
		193	00	00	28
		185/1027	00	10	51
Khurutia	201	352	00	00	24
		353	00	00	97
		361	00	08	43
		362	00	02	32
		363	00	03	81
		364	00	00	23
		368	00	03	20
		369	00	09	55
		373	00	00	20
		360/1468	00	00	20
		360/1469	00	05	77

(1)	(2)	(3)	(4)	(5)	(6)
		362/1471	00	01	19
		363/1472	00	00	55
		362/1661	00	00	56
		397	00	02	55
		398	00	00	39
		401	00	05	83
		403	00	04	66
		404	00	02	70
		406	00	03	73
		408	00	05	46
		419	00	00	42
		421	00	01	53
		423	00	00	57
		424	00	02	33
		425	00	01	54
		426	00	04	39
		427	00	01	15
		430	00	01	24
		431	00	00	20
		848	00	00	93
		849	00	01	46
		851	00	03	63
		852	00	06	31
		853	00	08	13
		854	00	10	60
		857	00	00	20
		858	00	01	64
		936	00	00	24
		938	00	00	58
		939	00	15	20
		940	00	00	70
		949	00	04	98
		950	00	05	63
		951	00	01	15
		953	00	00	51
		962	00	05	29
		963	00	05	93
		964	00	04	77
		965	00	08	00
		966	00	00	20
		969	00	01	52
		1142	00	00	91
		1153	00	00	20
		1154	00	00	20
		1155	00	02	67
		1156	00	05	47
		1157	00	03	83
		1159	00	01	23
		1160	00	05	89
		1161	00	07	03
		1183	00	05	57

(1)	(2)	(3)	(4)	(5)	(6)
		1186	00	00	20
		1187	00	14	06
		1189	00	02	97
		1191	00	01	67
		1200	00	06	11
		1201	00	07	61
		1223	00	07	32
		1228	00	00	20
		1229	00	11	42
		1230	00	09	38
		1231	00	00	20
		1232	00	06	11
		1244	00	08	92
		1245	00	01	38
		1246	00	07	09
		1247	00	00	61
		1248	00	01	75
		1252	00	03	03
		1294	00	05	33
		1295	00	00	56
		1298	00	09	01
		1300	00	04	52
		1301	00	03	23
		1303	00	12	02
		430/1494	00	08	61
		948/1567	00	01	29
		1190/1625	00	02	69
		1194/1627	00	00	38
		1199/1631	00	02	27
		1201/1633	00	01	25
		1231/1639	00	12	10
		1242/1646	00	06	11
		1244/1647	00	02	18
Teghari	200	1	00	08	16
		2	00	02	52
		3	00	03	54
		21	00	04	99
		22	00	00	32
		1/443	00	04	39
Garia		999	00	00	20
		1035	00	04	85
		1036	00	00	20
		1072	00	02	98
		1073	00	10	60
		1074	0	00	63
		1075	00	09	72
		1078	00	03	54
		1079	00	02	40
		1087	00	10	93

(1)	(2)	(3)	(4)	(5)	(6)
		1088	00	04	37
		1096	00	00	70
		1102	00	02	53
		1103	00	04	40
		1104	00	07	29
		1106	00	04	59
		1125	00	01	41
		1126	00	07	02
		1127	00	02	83
		1134	00	00	34
		1135	00	11	39
		1136	00	10	17
		1137	00	03	12
		1138	00	01	67
		1139	00	00	20
		1152	00	17	85
		1155	00	01	82
Asti	195	1024	00	00	20
		1025	00	03	76
		1027	00	02	11
		1028	00	06	45
Dubda	191	9282	00	00	61
		9283	00	04	01
		9284	00	02	59
		9285	00	01	63
		9288	00	00	20
		9299	00	08	84
		9300	00	02	04
		9456	00	01	19
		9457	00	06	99
		9458	00	00	20
		9460	00	10	54
		9461	00	03	07
		9471	00	07	99
		9472	00	00	20
		9473	00	10	64
		9474	00	02	25
		9481	00	04	31
		9487	00	03	28
		9488	00	02	73
		9489	00	05	33
		9511	00	00	81
		9512	00	08	39
		9513	00	01	01
		9514	00	09	62
		9522	00	07	35
		9523	00	05	49
		9524	00	07	92
		9525	00	03	44

(1)	(2)	(3)	(4)	(5)	(6)
		9529	00	16	81
		9620	00	03	01
		10712	00	04	07
		10714	00	01	06
		10715	00	05	16
		10716	00	03	82
		10720	00	02	38
		10727	00	01	42
		9625	00	17	03
		9626	00	00	96
		9627	00	00	20
		9628	00	07	02
		9630	00	07	05
		9661	00	00	20
		9663	00	03	29
		9664	00	03	55
		9667	00	16	59
		9668	00	04	49
		9682	00	00	32
		9683	00	09	41
		9684	00	04	17
		9685	00	00	20
		9686	00	10	76
		9688	00	00	33
		9689	00	01	81
		9690	00	08	03
		9691	00	05	34
		9692	00	09	43
		9708	00	00	20
		9580/13036	00	04	83
		9692/13040	00	03	02
		10135	00	03	52
		10164	00	01	22
		10269	00	06	73
		10273	00	09	94
		10274	00	04	67
		10275	00	00	20
		10281	00	03	57
		10282	00	03	25
		10284	00	02	94
		10285	00	03	06
		10287	00	02	97
		10288	00	03	60
		10289	00	00	20
		10290	00	03	18
		10291	00	05	07
		10292	00	04	97
		10411	00	02	48
		10451	00	01	17
		10452	00	00	67
		10453	00	01	39

(1)	(2)	(3)	(4)	(5)	(6)
		10454	00	01	66
		10455	00	00	39
		10456	00	12	54
		10457	00	00	20
		10473	00	00	20
		10474	00	01	90
		10475	00	03	48
		10476	00	00	45
		10477	00	06	26
		10478	00	06	61
		10479	00	03	69
		10480	00	03	68
		10481	00	03	66
		10482	00	00	97
		10488	00	12	51
		10489	00	00	20
		10491	00	00	74
		10492	00	17	11
		10493	00	00	20
		10494	00	00	20
		10648	00	00	20
		10649	00	12	30
		10657	00	15	33
		10658	00	15	22
		10661	00	01	50
		10686	00	02	75
		10687	00	00	49
		10688	00	17	30
		10691	00	04	84
		10694	00	00	20
		10695	00	00	51
		10696	00	07	27
		10699	00	10	33
		10700	00	02	78
		10702	00	07	64
		10703	00	03	22
		11226	00	12	99
		11227	00	05	34
		11228	00	01	84
		11229	00	03	80
		11230	00	01	61
		11236	00	04	27
		11237	00	00	20
		11397	00	00	82
		11406	00	01	33
		11407	00	05	17
		11408	00	06	80
		11411	00	08	63
		11412	00	08	50
		11423	00	00	71
		11425	00	11	58

(1)	(2)	(3)	(4)	(5)	(6)
		11426	00	00	20
		11429	00	00	20
		11430	00	01	67
		11433	00	13	65
		11434	00	04	98
		11435	00	03	96
		11441	00	00	54
		11442	00	09	04
		11443	00	00	20
		11444	00	09	30
		11445	00	03	15
		10650/13044	00	02	57
		11498	00	05	61
		11499	00	05	00
		11500	00	11	33
		11502	00	11	55
		11503	00	04	77
		11504	00	04	25
		11712	00	01	08
		11714	00	11	96
		11716	00	10	12
		11717	00	05	39
		11718	00	08	25
		11719	00	01	95
		11741	00	05	96
		11742	00	08	57
		11743	00	00	66
		11814	00	00	20
		11815	00	15	62
		11818	00	15	13
		11819	00	04	75
		11820	00	05	34
		11822	00	00	20
		11823	00	00	20
		11828	00	00	76
		11829	00	12	09
		11830	00	12	39
		11831	00	01	61
		11832	00	01	44
		11833	00	09	73
		11834	00	01	76
		11866	00	01	66
		11867	00	01	83
		12031	00	04	60
		12032	00	01	09
		12033	00	07	13
		12036	00	06	13
		12040	00	00	20
		12041	00	09	68
		12042	00	00	99
		12043	00	03	75

(1)	(2)	(3)	(4)	(5)	(6)
		12044	00	06	11
		12051	00	02	08
		12052	00	06	73
		12054	00	09	43
		11866/12340	00	21	45
		12027/12341	00	04	35
		11858/12343	00	00	20
		11812/13072	00	00	60
Chirulia	265	449	00	08	97
		450	00	00	20
		454	00	00	20
		455	00	05	96
		456	00	00	15
		462	00	03	87
		463	00	01	84
		464	00	00	20
		465	00	00	48
		466	00	01	83
		467	00	08	60
		481	00	03	05
		482	00	00	20
		483	00	03	68
		485	00	01	75
		486	00	01	49
		491	00	04	11
		492	00	02	89
		493	00	00	28
		495	00	05	05
		505	00	00	20
		506	00	04	70
		507	00	00	28
		508	00	00	73
		509	00	07	90
		511	00	01	80
		513	00	00	44
		514	00	13	02
		522	00	02	26
		523	00	02	16
		525	00	00	60
		526	00	03	13
		527	00	05	12
		528	00	02	64
		529	00	02	86
		549	00	01	04
		552	00	09	57
		553	00	01	25
		554	00	00	20
		563	00	09	95
		564	00	00	20
		566	00	17	10

(1)	(2)	(3)	(4)	(5)	(6)
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		569	00	01	46
		570	00	05	01
		571	00	03	50
		572	00	01	91
		871	00	03	25
		872	00	04	53
		873	00	02	70
		878	00	07	52
		879	00	01	15
		880	00	00	92
		881	00	08	51
		882	00	01	71
		884	00	00	59
		938	00	08	46
		939	00	04	71
		940	00	07	52
		941	00	00	20
		984	00	00	20
		985	00	17	53
		987	00	04	97
		988	00	00	27
		989	00	03	84
		505/1118	00	00	33
		562/1119	00	00	69
		450/1121	00	00	47
Bashudebpur	259	2049	00	01	22
		2050	00	00	29
		2111	00	00	74
		2120	00	01	75
		2121	00	00	86
		2122	00	03	21
		2123	00	01	82
		2124	00	06	03
		2127	00	00	20
		2128	00	05	51
		2129	00	02	82
		2130	00	02	54
		2131	00	00	20
		2132	00	03	77
		2133	00	07	16
		2135	00	02	49
		2142	00	06	46
		2143	00	01	18
		2146	00	04	30
		2147	00	07	00
		2149	00	01	28
		2150	00	10	29
		2151	00	04	22
		2160	00	00	37

(1)	(2)	(3)	(4)	(5)	(6)
		2149/5840	00	05	89
		2150/5841	00	02	34
		2151/5842	00	00	20
		2439	00	03	15
		2440	00	00	20
		2449	00	03	36
		2450	00	04	96
		2451	00	05	80
		2452	00	02	42
		2453	00	01	69
		2454	00	03	53
		2455	00	04	51
		2456	00	06	21
		2457	00	00	72
		2731	00	05	99
		2734	00	14	39
		2741	00	02	79
		2742	00	06	22
		2765	00	00	85
		2768	00	09	69
		2769	00	08	92
		2816	00	12	37
		2817	00	04	00
		2829	00	01	32
		2830	00	00	87
		2894	00	02	31
		2895	00	01	61
		2896	00	11	38
		2897	00	02	49
		2898	00	00	20
		2904	00	03	23
		2905	00	00	58
		2906	00	05	03
		2907	00	03	19
		2908	00	00	42
		2927	00	01	21
		3003	00	05	92
		3004	00	02	93
		3006	00	13	56
		3007	00	01	11
		3010	00	01	84
		3018	00	00	20
		3019	00	09	89
		3020	00	04	05
		3044	00	03	34
		3045	00	02	24
		3046	00	00	48
		3047	00	02	55
		3049	00	00	20
		3056	00	01	11
		3057	00	02	56

(1)	(2)	(3)	(4)	(5)	(6)
		3058	00	11	68
		3061	00	02	10
		3062	00	04	48
		3063	00	07	48
		3299	00	02	18
		3046/5862	00	04	23
		3046/5863	00	01	39
		3046/5864	00	01	46
		3475	00	00	45
		3476	00	09	56
		3477	00	12	22
		3478	00	10	28
		3479	00	09	93
		3482	00	01	06
		3490	00	05	97
		3491	00	00	20
		3492	00	08	33
		3494	00	09	11
		3495	00	05	68
		3496	00	13	58
		3497	00	00	64
		3499	00	01	06
		3780	00	02	03
		3783	00	01	04
		3789	00	01	09
		3791	00	00	20
		3792	00	03	24
		3793	00	03	62
		3794	00	12	09
		3804	00	01	07
		3805	00	03	33
		3806	00	06	11
		3807	00	06	99
		3810	00	00	32
		3847	00	10	55
		3848	00	00	34
		3849	00	04	49
		3850	00	04	14
		3851	00	00	67
		3965	00	01	11
		3967	00	00	62
		3968	00	03	06
		3969	00	00	20
		3970	00	00	81
		3478/5923	00	03	39
Jinandapur	255	282	00	01	63
		284	00	00	20
		285	00	01	17
		339	00	01	33
		340	00	11	58

(1)	(2)	(3)	(4)	(5)	(6)
		343	00	01	31
		345	00	07	85
		346	00	05	34
		415	00	00	20
		417	00	03	03
		418	00	02	89
		419	00	00	20
		425	00	00	46
		426	00	08	95
		427	00	04	01
		435	00	00	20
		436	00	00	71
		437	00	03	63
		438	00	01	12
		439	00	02	52
		440	00	03	90
		485	00	00	21
		486	00	00	40
		492	00	03	80
		528	00	00	20
		529	00	05	46
		530	00	00	20
		532	00	03	77
		533	00	05	68
		534	00	00	78
		535	00	07	96
		547	00	0	49
		548	00	08	90
		549	00	01	47
		550	00	00	33
		596	00	01	35
		641	00	00	98
		642	00	01	82
		643	00	13	13
		647	00	06	65
		656	00	00	39
		657	00	06	69
		674	00	00	92
		675	00	04	14
		676	00	14	48
		677	00	03	39
		679	00	01	23
		484/829	00	01	62
		346/854	00	00	20
		428/858	00	03	33
		434/859	00	11	19
		340/896	00	07	64
		492/901	00	10	05
		641/907	00	00	20
		470/928	00	02	08
		470/929	00	02	63

(1)	(2)	(3)	(4)	(5)	(6)
		470/930	00	05	88
		282/949	00	00	30
Bathuari	244	1730	00	15	01
		1737	00	03	06
		1738	00	10	81
		1739	00	00	20
		1746	00	12	56
		1769	00	01	25
		1770	00	13	31
		1785	00	01	46
		1824	00	03	04
		1825	00	42	43
		1833	00	00	97
		1838	00	04	11
		1840	00	00	88
		2707	00	00	68
		2708	00	09	90
		2709	00	11	88
		2712	00	06	52
		2713	00	03	32
		2714	00	00	20
		2723	00	02	81
		2932	00	03	77
		1746/3055	00	10	58
		1824/3057	00	14	51
		1833/3089	00	12	28
Uttarramchak	239	10	00	00	20
		12	00	16	49
		13	00	15	36
		71	00	06	43
		78	00	06	46
		79	00	03	28
		80	00	10	30
		82	00	07	93
		88	00	00	99
		89	00	06	08
		90	00	07	42
		130	00	07	01
		138	00	05	20
		139	00	04	25
		140	00	01	56
		143	00	00	20
		150	00	02	00
		155	00	00	20
		156	00	04	37
		157	00	06	51
		158	00	03	49
		162	00	01	70
		163	00	01	54

(1)	(2)	(3)	(4)	(5)	(6)
		164	00	01	43
		165	00	01	13
		166	00	01	28
		167	00	03	71
		168	00	00	59
		169	00	02	13
		170	00	01	00
		173	00	00	20
		185	00	00	20
		99/363	00	03	86
		129/365	00	06	93
		162/394	00	02	84
Uttarkuri	238	9	00	00	83
		11	00	04	86
		13	00	04	02
		17	00	02	74
		18	00	11	33
		41	00	04	23
		42	00	01	13
		44	00	21	25
		51	00	00	23
		53	00	05	52
		55	00	08	94
		56	00	03	99
		57	00	04	32
		59	00	03	93
		60	00	04	02
		67	00	04	42
		68	00	00	20
		72	00	28	07
		73	00	02	12
		167	00	01	65
		67/336	00	04	72
		67/337	00	01	32
Barhbhagia	236	53	00	00	70
		55	00	12	73
		56	00	01	33
		57	00	02	40
		58	00	00	46
		142	00	17	55
		143	00	06	97
		146	00	00	20
		175	00	05	47
		179	00	02	15
		180	00	03	82
		181	00	01	98
		182	00	03	88
		183	00	00	20
		253	00	11	34

(1)	(2)	(3)	(4)	(5)	(6)
		256	00	02	80
		257	00	02	53
		258	00	05	28
		259	00	05	22
		260	00	00	20
		270	00	00	67
		337	00	00	85
		339	00	00	20
		340	00	00	40
		399	00	03	43
		400	00	00	20
		403	00	10	20
		425	00	01	06
		455	00	22	37
		53/605	00	00	51
		53/606	00	03	04
		53/607	00	08	11
		455/631	00	00	40
		339/642	00	08	40
		144/648	00	10	56
		403/681	00	09	99
		51/689	00	03	57
		400/700	00	04	86
		184/728	00	09	20
		184/729	00	10	84
		317/733	00	01	02
		340/744	00	07	94
		340/745	00	01	02
		455/758	00	01	63
		455/759	00	01	13
		455/760	00	21	92
		455/761	00	04	18
		400/774	00	03	62
Uttarpadma	233	81	00	00	85
		84	00	02	43
		113	00	01	14
		114	00	26	82
Dhalgoda	231	604	00	01	54
		753	00	12	09
		754	00	06	80
		756	00	00	67
		757	00	01	78
		758	00	02	94
		776	00	05	69
		780	00	05	53
		790	00	01	37
		791	00	12	01
		792	00	04	44
		794	00	00	59
		802	00	04	99

(1)	(2)	(3)	(4)	(5)	(6)
		803	00	03	42
		804	00	04	63
		853	00	08	84
		856	00	09	97
		874	00	00	20
		875	00	07	37
		876	00	00	57
		878	00	03	96
		879	00	01	81
		880	00	21	73
		881	00	00	20
		885	00	00	38
		887	00	00	59
		888	00	10	81
		889	00	08	76
		924	00	03	73
		932	00	03	54
		933	00	05	04
		934	00	00	20
		935	00	05	54
		936	00	02	33
		937	00	14	48
		953	00	01	16
		746/1199	00	00	20
		755/1202	00	00	20
		755/1203	00	02	00
		756/1205	00	01	55
		757/1206	00	00	65
		757/1207	00	00	63
		856/1219	00	06	39
		931/1231	00	03	22
		932/1248	00	00	20
		932/1249	00	00	20
Police Station : Ramnagar					
Badhia	6	1238	00	00	12
		1239	00	01	18
		1240	00	01	78
		1242	00	05	03
		1247	00	00	42
		1248	00	05	43
		1249	00	03	96
Ud. .npur	5	155	00	05	91
		156	00	00	53
		157	00	00	33
		159	00	04	88
		161	00	02	57
		162	00	00	32
		163	00	01	27

(1)	(2)	(3)	(4)	(5)	(6)
		164	00	01	75
		165	00	03	07
		166	00	02	21
		168	00	00	45
		169	00	01	03
		170	00	04	61
		171	00	09	02
Police Station : Mahisadal					
Keshabpur Jalpai	133	721	00	03	95
		722	00	03	26
		723	00	02	60
		796	00	02	23
		801	00	09	95
		802	00	06	48
Kanchanpur jalpai	132	670	00	06	18
		671	00	04	78
		673	00	02	45
		676	00	00	43
Police Station : Sutahata					
Barbasubevpur	62	2064	00	04	42
		2065	00	06	14
		2070	00	00	40
		2071	00	01	95
		2345	00	01	40
Kunarpur	58	240	00	05	76
		242	00	09	51
		243	00	01	39
		251	00	03	36
		252	00	02	9
		253	00	03	60
		256	00	01	35
		258	00	07	14
		259	00	00	38
		282	00	01	20
		287	00	00	20
		288	00	00	77
		289	00	01	72
		290	00	00	20
		291	00	03	13
		293	00	00	50
		295	00	02	40
		296	00	04	73
Anandpur	52	1	00	00	87
		3	00	01	09
		15	00	15	29

(1)	(2)	(3)	(4)	(5)	(6)
		17	00	03	91
		62	00	01	74
		67	00	00	20
		68	00	01	70
		69	00	08	33
		467	00	01	86
		555	00	01	02
		625	00	03	95
		627	00	03	09
		633	00	00	20
		663	00	00	98
		668	00	03	72
		669	00	00	84
		671	00	01	63
		672	00	07	31
		674	00	02	72
		1173	00	05	20

[No. R-25011/13/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 8 जून, 2004

का. आ. 1349.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन से पंजाब राज्य में भटिंडा तक मुन्द्रा–भटिंडा पाइपलाइन द्वारा अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरू गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग का अधिकार अर्जित किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार को अर्जित करने के अपने आशय की घोषणा करती है ;

जो कोई व्यक्ति उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा–भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरू गोबिंद सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल. पी. जी. बॉटलिंग प्लांट, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

राज्य : राजस्थान

जिला	तहसील	गाँव	खसरा	हिस्सा क्रमांक	ROU क्षेत्रफल				
					हैक्टर	एयर	वर्ग मी.	बीघा	बिस्वा
1	2	3	4	5	6	7	8	9	10
जालोर	रानीवाडा	धामसी-1	522		0	11	20	-	-

[फा. सं. आर-31015/19/2001-ओ.आर-II]
हरीश कुमार, अवर सचिव

New Delhi, the 8th June, 2004

S. O. 1349.— Whereas, it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab, through Mundra-Bathinda Crude Oil Pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub- section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri A.R.Chaudhary, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur-342005.

SCHEDULE

State : Rajasthan

District	Tehsil	Village	Survey No.	Part if any	ROU - Area				
					Hect.	Are.	Sq.mt.	Biga	Biswa
1	2	3	4	5	6	7	8	9	10
Jalore	Raniwada	Dhamsin	522		0	11	20	-	-

[No. R-31015/19/2001-O.R.-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 12 मई, 2004

का०आ० 1350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 74/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-05-2004 को प्राप्त हुआ था।

[सं.एल-42011/64/95-आई०आर० (डी०यू०)]

कुलदीप राय वर्मा, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 12th May, 2004

S.O. 1350.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/96) of the Central Government Industrial Tribunal/ Labour Court, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 06-05-2004.

[No. L-42011/64/95-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

Presiding Officer : SHRI B. N. PANDEY

I. D. No. 74/96

Shri Kalicharan & others,
Through General Secretary,
CPWD Mazdoor Union,
E-26 (Old Qutrs), Raja Bazar,
Baba Kharak Singh Marg,
New Delhi. .... Workman

Versus

The management of
M/s. Executive Engineer,
'D' Division, CPWD
Kidwai Nagar,
New Delhi ....Management

AWARD

The Central Government in the Ministry of Labour has referred the following dipute for adjudication to this Tribunal vide Notification No. 42011/64/95-IR (DU) dated-26-07-1996 read with corrigendum vide order No.L-42011/64/95-IR (DU) dated 07-08-1996 :—

> "Whether the action of the management of CPWD is not regularising the workman cited in the list enclosed, engaged in sweeping of their premises is justified and legal? If not, what relief these workmen are entitled to and since what date?"

2. In the statement of claim of the workman it is stated that the workmen have been working continuously for the work of sweeping and they were employed during the year 1979,1981,1982,1984,1985,1986 and 1990 onwards as given in detail against the names of the workman in the list attached with the reference order.

3. It is further stated that the workmen having performing their duties even on the change of contractors on the sweeping work in the buildings maintained by the CPWD. The workmen also alleged that 2000 workers in the category of sweepers have also been performing the same duty directly engaged by the CPWD and getting their wages in the time scale w.e.f. 1-1-1973 in the pay scale of Rs. 196—232, w.e.f. 01-01-1986 in the pay scale of Rs. 750—940 and w.e.f. 01-01-1996 in the pay scale of Rs. 2550—3200 alongwith all allowances like HRA, DA, ADA, CCA and even the daily rated workers were getting equal pay for equal work in the time scale as referred hereinabove without increment but these workmen have been denied even the minimum wages fixed by the appropriate Govt. for unskilled workmen from time to time.

4. It is further stated that the Executive Engineer, 'D' Division, CPWD being the Principal employer has not been performing his duties as provided under Section 21 of the Contract Labour Act and Rules 72, 73 & 78 made thereunder.

5. It is further stated that the competent authority under the contract labour (Regulation & Abolition) Act have neither granted the license for engaging the contract labour through contractors nor the Central P.W.D being the principal employer have got registration to engaged the contract labour through contractors thereby the management of CPWD and contractors have also violated the provision of Section 9 and 12 respectively of the said Act.

6. It is further stated that the work of workmen were supervised and attendance also marked by the Assistant Engineer and Junior Engineer of CPWD.

7. In the written statement the management has stated that the workers or workmen are employees of contractor and were engaged by them for execution of work assigned to them from time to time by CPWD through call of tenders.

8. It is further stated that the workmen are not their employees and their services cannot be regularized and they are not entitled for equal pay for work as they are not daily rated workers of CPWD.

9. Rejoinder was filed wherein the contentions raised in the written statement were controverted and the averments made in the statement of claim were reiterated.

10. The workmen filed their evidence in support of their statement of claim and no cross-examination was conducted by the management.

11. It is matter of record that Shri Surjit Singh, Executive Engineer, 'D' Division, CPWD has filed his affidavit for evidence on behalf of the management. In cross-examination the management MW-1 has accepted that the sweeping in CPWD building is done by the workmen. He said that he is not aware of the facts whether the CPWD has got license to engage contract labour. The managements witness was allowed to come prepared and bring entire records on the next date but thereafter he did not report for his further cross-examination, so his evidence was closed and the workmen also adduced their evidence in support of their claim.

12. The A.R. for workmen referred to the judgment of the Constitutional bench of the Hon'ble Supreme Court, in the matter of Steel Authority of India Ltd. & Ors. Vs. National Union Waterfront Workers & Ors. (2001)7 SCC. The relevant Paras of the judgment i. e. 125 (5) and (6) settled the dispute between the principal employer and the contract labour who was employed in a camouflage manner and treated the direct employee of the principal employer, and the same is reproduced as under :

> "125 (5) On issuance of prohibition notification under Section 10 (1) of the CLRS Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be got genuine but a mere camouflage, the so called contract labour will have to be treated as employee of the principal employer who shall be directed to regularise the services of the contract labour in the establishment concerned subject to be conditions as may be specified by it for that purpose in the light of Para 6 hereunder.
>
> (6) If the contract is found to be genuine and prohibition notification under Section 10 (1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualification.

13. The workmen also support their claim on the following rulings.

> (i) That in SAIL (2001)7 SCC also affirm the judgement of Hon'ble Supreme Court in Hussainbhai Vs. Alath Factory Thezhilali Union (1978) II-LLJ 397 and Indian Petrochemicals Corporation Ltd. and another, Appellants V. Shramik Sena and others and observed.
>
> "71. By definition the term 'contract labour' is a species of workmen. A workman shall be so deemed when he is hired in or in connection with the work of an establishment by or through a contractor, with or without the knowledge of the principal employer. A workman may be hired : (1) in an establishment by the principal employer or by his agent with or without the knowledge of the principal employer; or (2) in connection with the work of an establishment by the principal employer through a contractor or by a contractor with or without the knowledge of the principal employer. Where a workman is hire in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But where a workman is hired in on in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Hussainbhai case and in Indian Petrochemicals Corporation case etc. if the answer is in the affirmative, the workman will be in fact an employee of the principal employer; but if the answer is in the negative, the workman will be a contract labour."

14. It is matter of recored that the contractors in this case is only supplying the labour for performing the work of principal employer i.e. CPWD within their premises and as per the judgement of the Hussainabhai, Calicut Vs.

Alath Factory Thozhilali Union (1978)-II-LLJ-397, the workmen have to be treated as the direct employees of the SAI. Relevant portion of the judgement is as under :—

> "5. The true test may, with brevity be indicated once again. Where a worker or group of workers labours to produce goods or services and there goods or services are for the business of another, that other is in fact the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason chokes off, the worker is, virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement that the real employment is the management not the immediate contractor. Myriad devices half-hidden in fold after fold of legal form depending on the degree of concealment needed the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Arts. 38, 39, 42, 43 and 43A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.
>
> 6. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot map the real life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off.
>
> 7. Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and in real-life terms, by another. The management's adventitious connections cannot ripen into real employment."

15. The Hon'ble Supreme Court in case of Indian Petrochemicals Corporation Ltd. Vs. Shramik Sena and Others (1999)-3078, have decided that when the contract labour is treated direct employees of the management for all purposes and the regularization was granted by the Court not as a matter of right of the workmen arising under any statute but with a view to eradicate unfair labour practice and inequity to undo any social justice and as a measure of labour welfare. Operative portion of the said judgement is reproduced as under :

> "25. In this appeal, the workmen have questioned the conditions that have been imposed by the High Court while directing regularization of the workmen. They contend that once the Court comes to the conclusion that the workmen are in fact the employees of the management, there is no occasion to impose there conditions. We are unable to agree with this argument. It should be borne in mind that the initial appointments of there workmen are not in accordance with the rules covering the appointments or the established policy of recruitment of the management. The said recruitments could also be in contravention of the various statutory orders including the reservation policy. Further the respondent is an instrumentality of the State and has an obligation to conform to the requirements of Articles 14 and 16 of the Constitution. In spite of the same the services of the workmen are being regularized by the Court not as a matter of right of the workmen arising under any statute but with a view of to eradicate unfair labour practices and inequity to undo social injustice and as a measure of labour welfare. Therefore, it is necessary that in this process suitable guidelines or conditions be laid down at the time of Courts issuing directions to regularize the services of the workmen so concerned depending upon the facts of each case. This Court has consistently followed this practice in the earlier cases of regularization and we do not find any reason to differ from the same. For the aforesaid reasons, this appeal also fails and the same is dismissed but with costs."

16. It is proved by the evidence that one of the major conditions for employment of contract labour i.e. registration by the principal employer i.e. CPWD is lacking and even the contractors are not having license for supplying the contract labour, so the contract system was not the genuine contract and the workmen connected with the dispute have to be treated as direct employees of the CPWD as per the direction of the Constitutional Bench of Hon'ble Supreme Court decided in Steel Authority of India Ltd. (SAIL) case. In another case, the Hon'ble Supreme Court between the Secretary, Haryana State Electricity Board and Suresh & Others (1999-I-LLJ-1086) also held that if the so called contractor was mere name lender, who procured labour for appellant Board as broker, Board was not principal employer-so called contract was mere camouflage which concealed real relationship of the employer emploees.

17. The workmen also placed the notification dated 31-7-2002 issued by the Ministry of Labour, Govt of India, New Delhi during the pendency of the dispute which prohibited the employment of contract labour in the process/ operation or work specified in the schedule and according to the said Notification the employment of sweeper is also

prohibited in the establishments of CPWD. The Notification is published in the Gazette of India Extraordinary PART-II Section 3—Sub-section (ii) dated 31st July, 2002. On the basis of evidence adduced by both the parties, documents placed on record and different judgements of Hon'ble Supreme Court, I came to the following conclusions :

18. The principal employer is not registered u/s 7 and the contractors are not licensing contractors u/s 12 of Contract Labour (Regulation and Abolition) Act 1970, and no beneficial provisions under Contract Labour (Regulation and Abolition) Act 1970 have been provided to the workmen connected with the dispute therefore, the contract is not a genuine contract, so the workmen have to be treated direct employees of CPWD.

19. As per the Notification dated 31-7-2002 of the Ministry of Labour, Govt. of India, abolishing the employment on the work of sweeping (Sweeper) of contract labour in the process, operation or work in the offices/ establishments of CPWD, Ministry of Urban Development & Employment, the workmen connected with the dispute also have to be treated the direct employees of CPWD.

20. In accordance with para 125 (5 and 6) of the judgement of Constitutional Bench of Hon'ble Supreme Court in the matter of SAIL, [2001 7 SCC] the workmen are entitled to be considered for regularization by the management of CPWD by relaxing the condition of maximum age at the time of initial employment as contract labour and till the regularization the workmen have to be treated as daily rated/ casual workers of CPWD.

21. Till the regularization the workmen have to be treated as daily rated/casual workers of CPWD and also entitled equal pay for equal work because the other daily rated workers of CPWD have been getting their wages in the Group-D employees pay scale including all allowances except increments as per the judgement of Hon'ble Supreme Court in the matter of Surinder Singh & Others Vs. Engineer-in-Chief, CPWD and Another.

22. As per the judgement of Hon'ble Supreme Court in the matter of Food Corporation of India, Appellant V. Shyamal K. Chatterjee and Others, Respondents have held that since some casual workers appointed directly by the appellant and some employees by the contracts are working the same duty, so the contract labour is also entitled the same pay and allowance.

23. In view of the above, I hold that there is a direct relationship of employer and employees between the management of CPWD and workmen, and direct the amangement of CPWD to consider the regularization of the services of the workmen by relaxing age etc. as per rules and vacancies in accordance with their seniority and also pay equal pay for equal work from the respective date of their employment in the minimum of time scale of Group-D employees alongwith all allowances except increments till the date of regularization within one month of publication of the award, failing which the management will be liable to pay interest @ 6% per annum. Parties shall bear there own cost.

The Award is given accordingly.

Dated : 30-04-2004 B. N. PANDEY, Presiding Officer

नई दिल्ली, 17 मई, 2004

का०आ०. 1351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-60/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2004 को प्राप्त हुआ था।

[सं० एल-12012/265/2000-आई०आर० (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 17th May, 2004

S.O. 1351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT-60/2000) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 17-5-2004.

[No. L-12012/265/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-60/2000

Reference No. L-12012/265/2000-IR (B-I)

Sh. Ram Avtar Gujar,
S/o Sh. Sharan Lal Gupta,
Vice President, All Rajasthan SBBJ Empl. Association,
Shastri Nagar, Dadawari,
Kota (Raj.)-5 ....Applicant

Versus

The Chief Manager (IR)
State Bank of Bikaner & Jaipur
Head Office,
Tilak Marg,
Jaipur (Raj.)-302005 ....Non-applicant

PRESENT:

Presiding Officer : Shri R. C. Sharma

For the applicant : Shri J. L. Shah

For the non-applicants : Shri Anurag Aggarwal

Date of Award :22-04-2004

AWARD

The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 & 2 of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) has referred the following industrial disputes for adjudication to this Tribunal which runs as under :—

"Whether the claimant Shri Ram Avtar Gujar was in continuous service as defined under Section 25-B of the I.D. Act in the Tonk Branch of State Bank of Bikaner & Jaipur Bank from 1992 to 1999. If yes, to what relief the claimant is entitled and from which date?"

2. Pursuant to the reference, the workman in his statement of claim has averred that he was appointed on 5-7-92 to the post of the 4th Class by the non-applicant management at its Tonk branch who worked up to 5-6-99. He was initially paid Rs. 10/- as wages per day which was increased from time to time upto the tune of Rs. 40/- per day in the month of June, 1998. The claimant has pointed out the number of days in the each year he worked with the non-applicant management as shown in the table exhibited below:-

Year	No. of Days
1996	249
1997	253
1998	255
1999	109 (including 15 holidays = 124 days)

3. It is further pleaded that he performed his duty for the whole day, whose work was of the permanent nature. He requested the management to reinstate him into the service and on denial, he raised an unsuccessful dispute before the Conciliation Officer resulting into the submission of the failure report by the Conciliation Officer to the Central Government. Thus, the workman has claimed that he had continuously worked for a period of six months under Section 25-B (2) of the Act and is entitled to get the benefit of the aforesaid provision. He has stated that the non-applicant management has not followed the provision under Section 25-F of the Act and after his termination, the new hands, viz., Sh. Ramful Gujar and others have been appointed by the management without affording him an opportunity of employment and has thus violated the provision under Section 25-H of the Act. He has stated that since his termination, he is out of employment. The workman has urged that he may be reinstated in the service with back-wages and continuity in service.

4. Resisting the claim, the non-applicant in its counter statement has denied the facts as stated on behalf of the workman and has pleaded that the workman had never been in the employment of the non-applicant management, who only worked on contractual basis. The non-applicant has denied that no violation of the provision under Section 25-F has been committed by the management, that the workman had not worked for 240 days with the management and has pleaded that in the non-applicant establishment, the employees are appointed after following the prescribed procedure. It is further stated that the workman was employed on casual basis for a definite period who performed the work of filling the water in the cooler and for some time, the works of cleaning the premises and filling the drinking water were also performed by him.

5. In the rejoinder, the workman has reiterated the facts as mentioned in the statement of claim.

6. On the pleadings of both the parties, the following points for determination were framed:-

(I) Whether the workman was appointed on 5-7-1992 to the post of Peon by the non-applicant bank, who worked for the period as stated under para 2 of the statement of claim? BOA

(II) Whether the workman has worked 249 days in the calendar year 1996, 253 days in 1997, 255 days in 1998 and 109 days in 1999 and has thus completed continuous service of six months? BOA

(III) Whether after the termination of the service of the workman on 05-06-1999, the non-applicant has recruited new employees and thus, has violated the provisions under Section 25-H of the Industrial Disputes Act, 1947? BOA

(IV) Whether as per the submission at para 7(a) of the statement of claim, services of the workman would be deemed to be continuous since 1996 in accordance with Section 25-B(2) of the Industrial Disputes Act, 1947? BOA

(V) Whether the non-applicant bank while terminating the services of the workman has violated the provision under Section 25-F of the Industrial Disputes Act, 1947 ? BOA

(VI) Whether the workman is entitled for his reinstatement into the service w.e.f 5-06-1999 with all consequential benefits? BOA

(VII) Relief.

7. In the evidence, on behalf of the workman, his affidavit and the affidavit of Sh. Mohan Singh were submitted on the record who were cross-examined on behalf of the non-applicant management. On the side of the non-applicant, the affidavits of Sh. Keshar Lal, Special Assistant and Sh. Rameshwar Yadav, a driver of the jeep hired by the bank were brought on the record who were cross-examined on behalf of the workman.

8. Both the parties have exhibited the various documents in support of their case respectively.

9. I have reflected over the rival contentions and have scanned the record. The point wise discussion follows as under :—

Points No. I, II, IV & V

10. The facts involved under all these points are identical. Hence, these are being discussed together.

11. The ld. representative on behalf of the workman contends that the workman had worked with the non-applicant management from 1992 to 1999, who was orally appointed as 4th Class employee and who worked 4 hours a day. The ld. representative relies upon annexure 1, the chart of the working days place on bahalf of the workman and further submits that the workman had worked for the days as mentioned in annexure 1. His submission is that in the year 1996, the workman has worked for 249 days, which is also supported by the chart of the work Ex. M/25 produced by the non-applicants on the record. Thus, the stand adopted on behalf of the workman is that he was continuously working with the management in the said period and as per the requirement under Section 25-B 2 (a) (ii), he had worked more than 240 days in the year 1996, whose service was terminated without complying with the requirements contained under Section 25-F of the Act and hence, his termination is retrenchment.

12. Per contra, the ld. representative on behalf of the non-applicants contends that in Ex. M/25, the number of days indicate that on such dates the payment of wages was made to the workman for the work performed by him, who was casually appointed on the on contractual basis and who did not perform for the whole day. The ld. representative has also assailed the fact of termination as disclosed on behalf of the workman that it varies in the conciliation statement and in the terms of reference. The ld. representative further adds that somewhere it has been stated on 5-6-99, but at some places it is described on 7-6-99. The ld. representative also stresses upon that the workman had not completed 240 days and, therefore, the afore-cited provision under Section 25-B 2 (a) (II) is not applicable in the present case.

13. I have bestowed my thoughtful consideration to the rival contentions and have carefuly gone through the judicial verdicts referred to by both the parties.

14. In the statement of claim, the workman has disclosed that in the year 1996, he worked for 249 days, in 1997 for 253 days, in 1998 for 255 days and in 1999 for 109 days. As per his averments in the statement of claim, he was terminated w.e.f. 5-6-99.

15. Annexure I is the chart of the working days, which has been prepared by the workman and has been controverted on behalf of the non-applicants. The workman has shown the number of working days per year commencing from July, 1992 to May, 1999 and has proved it in the testimony. In this context, the chart Ex. M/25 exhibiting the number of working days per year from 1992 to 1998 has also been brought on the record by the non-applicants which shows that the workman had worked for 124 days in the year 1995, 232 days in the year 1996, 178 days in the year 1997 and 202 days in the year 1998. The ld. representative for the workman has also placed his reliance upon this chart for the year 1996 and has submitted that as per this chart, the workman had performed for 232 days in the year 1996. The ld. representative has drawn my attention towards the entry made at serial no. 30 in the year 1997 of Ex. M/25 which speaks that Rs. 425/- were paid as wages to the workman on 10-1-97 for working in for 17 days in the month of December, 96. Thus, these 17 days fall in the year 1996 and when these days are calculated with 232 days, they are reckoned as 249 days.

16. For the sake of convenience, the provision under Section 25-B 2 (a) (II) is reproduced below :—

> **"25-B(2) : Where a workman is not in continuous service within the meaning of clause (1) for a period of one year of six months, he shall be deemed to be in continuous service under an employer :—**
>
> **(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—**
>
> **(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and**
>
> **(ii) two hundred and forty days, in any other case"**

17. Chart Ex. M/25 indicates that the workman was working the management since 1992 to 1998. In the year 1992, he worked 79 days in seven months, 88 days in five months in the year 1994, 124 days in six months in the year 1995 and 232 days in 10 months in the year 1996. It disclosed that he was working from the month of February to the month of December. The number of days in the year 1998 have been shown as 202 who delivered work for several months in the said year. Thus, this charge depicts that the workman was in the continuous service from the year 1992 to 1998 and in the year 1996, he had worked for 249 days with the management.

18. So far as the oral evidence on these points are concerned, WW-1, Shri Ramavtar in his cross-examination has deposed that he was regularly working in the bank who was employed by the management for working the

whole day. WW-2, Shri Mohan Singh is the Cashier cum Clerk in the said bank who has deposed that he was transferred in the Tonk branch where the workman was working as 4th Class employee, who used to work in his presence and he has given the details of the works performed by the workman in the office. He has also categorically pointed out that the work performed by the regular 4th class employees was similar to the work done by the workman. He has denied the suggestion made on behalf of the non-applicants that the workman was performing only for one hour a day in the office. Thus, the workman and this witness have stayed unshaken in their cross-examination.

19. MW-1, Shri Kehsar Lal is the Special Assistant who was appointed in the Tonk branch and he has admitted in his cross-examination that the entries made in Ex. M/25 are correct, that Ex. W/10 to W/15 are the local delivery books of the bank which bear the name of Ram Avatar, but it was not written by the bank officials. He has also admitted that Mohan Singh Sekhawat (WW-2) is an employee of the bank.

20. Thus, Ex. M/25 and the local delivery books Ex. W/10 to W/15 have been admitted by the management witnesses. Ex. W/10 to W/15 are the local delivery books wherein the name of the workman Ram Avatar Gujar is borne out and which contain the description of the dak delivered by the workman to other offices on behalf of the bank. On an analysis of the documentary as well as the oral evidence adduced by both the parties on the record, it is crystal clear that the workman was continuously working with the management w.e.f. 1992 to 1999 as shown above and that in the year 1996, he had worked over 240 days in a year. The Ld. representative, in support of his contention, has placed his reliance upon two unreportable decisions of the Rajasthan High Court delivered by Single Bench in Union of India Vs. CGIT & Ors. in civil writ petition no. 3239/93 and another in civil writ petition no. 2813/96 in Union of India Vs. Laxmi Narayan. In Union of India Vs. CGIT & Ors., the Hon'ble Court has observed as under :—

"In view of the clear controversy raised in the statement of claim and answered by the petitioner in its reply, there is no force in the argument that period of one year preceding 3-3-84 could only be relevant. If at any time from 1980 onwards, the period of 240 days continuous service, as required by Section 25B of the Industrial Tribunal Act is completed, that would confer the right under Section 25F of the Act on the workman."

21. Similarly in Union of India Vs. Laxmi Narayan, the views expressed by the Hon'ble Court are quoted below:-

"As this contingency is provided in Clause (2) of Section 25-F (b) of the Act and if a person is working continuously for several years, his services are to be governed by the provisions contained in Clause (1) of Section 25-F (b) of the Act, 1947. The same view has been taken by this Court in Ram Niwas Ralia Versus State of Rajasthan and others, 1991 (1) RLR 203."

22. Thus, the contention raised on behalf of the workman is fortified by the aforecited decisions and the case of the workman attracts the provision under Section 25-B (2) (a) (II) and his termination tantamounts to retrenchment in violation of requirements envisaged under Section 25-F of the Act.

23. Contrary to it, the Ld. representative on behalf of the non-applicants has also cited the following decisions in support of his contention. **1997 (4) SC 56; 1994 (I) LLJ SC-977; LLJ (II) 1993 Rajasthan 883 & LLJ (II) 1993 Rajasthan 885.**

24. I have carefully gone through the referred cases. But in my considered opinion, the facts of the referred cases are not applicable to the present case being distinguishable will the case in hand.

25. To conclude the aforesaid discussion, all these points are answered in favour of the workman and against the non-applicants.

Point No. III

26. In the statement of claim, it is stated that after the termination of the workman, one Sh. Ramful Gujar and other persons were recruited by the management without affording an opportunity of employment to the workman in violation of Section 25-H of the Act. In the cross-examination, the workman has deposed that after his termination, Ramful Gujar was temporarily appointed by the management, but he was removed by the same. In his cross-examination, WW-2, Sh. Mohan Singh has also disclosed that in June, 1999 after the termination of the workman, Ramful Gujar was employed by the management. Thus, the averment incorporated by the workman in his pleadings has further been fortified on the basis of the oral testimony adduced on his behalf. Nothing has appeared on the record to disbelieve the testimony of WW-2, Sh. Mohan Singh.

27. Further, it is also established that prior to the appointment of Shri Ramful Gujar, no opportunity of employment was offered to the workman and thus, the management has violated the provision under Section 25-H of the Act. Accordingly, this point, too, it decided in favour of the workman and against the non-applicants.

Point No. VI & VII

28. For the foregoing reasons and the decisions of the aforesaid points in favour of the workman, his claim deserves to be allowed and he is entitled to be reinstated in the service w.e.f. 5-6-99.

29. The factum of out of employment of the workman has also been proved and as such, he is entitled for the back-wages.

30. In the result, the reference is affirmatively answered in favour of the workman and it is held that the workman Sh. Ram Avtar Gujar was in continuous service as defined under Section 25-B of the Act in the Tonk branch in the relevant period. He is entitled to be reinstated in the service w.e.f. 5-6-99 with 50 per cent of the back-wages and with continuity of service. The award is passed in these terns accordingly.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 17 मई, 2004

का०आ०. 1352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मेवाड़ मार्बल्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय उदयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[सं. एल-29011/27/2000-आई०आर० (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 17th May, 2004

S.O. 1352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Udaipur as shown in the Annexure, in the industrial dispute between the employer in relation to the management of Mewar Marbles Ltd. and their workmen, which was received by the Central Government on 28-4-2004.

[No. L-29011/27/2000-IR(M)]

B. M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश औद्योगिक अधिकरण एवं श्रम न्यायालय, उदयपुर

मु.नं. 4/2000, आई. टी. आर. केन्द्र सरकार

अनवान:—नारायण लाल बनाम मै० मेवाड़ मारबल निजराना

अधिसूचना सं.:—एल-29011/27/00/आई आर (विविध), 29/8/00

निर्णय

31-3-04

प्रार्थी, प्रतिनिधि उप. नहीं। प्रार्थी की गैर हाजरी बाबत-कोई कारण पेश नहीं हुआ है। काफी आवाजें दिलाई गई। समय 1.20 पी.एम. हो रहा है, प्रार्थी की ओर से विवाद प्राप्त होने से लेकर आज तक क्लेम पेश नहीं किया गया है। फर्म विवाद में आगे कार्यवाही सम्भव नहीं है। प्रार्थी द्वारा क्लेम पेश नहीं होने में प्रार्थी के पक्ष में कोई विवाद नहीं। नो रजिस्टर रिकार्ड जारी किया जाता है विपक्षी से कोई उपस्थित नहीं। सूचना भारत सरकार को भेजी जावे। पत्रावली फैसला शुमार होकर दाखिल दफ्तर हो।

ह./-

अपठनीय

न्यायाधीश

नई दिल्ली, 17 मई, 2004

का०आ०. 1353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बॉमर लॉरी एण्ड कं. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 62/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[सं.एल-30011/31/2000-आई०आर० (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 17th May, 2004

S.O. 1353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2000) of the Central Government Industrial Tribunal-cum Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Balmer Lawrie & Co. and their workmen, which was received by the Central Government on 28-4-2004.

[No. L-30011/31/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE SECOND LOK ADALAT PRESIDED OVER BY SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 117/9 SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 62 of 2000

In the matter of dispute between :

The General Secretary
Balmer Lawrie Karamchari Sangh, Container Division
124 Durgapur Sonkh Road, Mathura, U.P.

And

The Assistant General Manager
Balmer Lawrie and Company Limited,
Container Division,
Mathura.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. 30011/31/2002/IR(M) date

23-6-2000 has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Balmer Lawrie & Company in imposing the punishment of reductions to lower post on Shri Hariom Singh, Rameshwar Singh, Bhudev Prasad and Digambar Singh is justified? If not to what relief the workman are entitled.?"

2. Having regard to the deep concern expressed at the last meeting held under auspicious of International Labour Organisation at Lucknow, regarding huge pendency of Labour matter in Central Government Industrial Tribunals cum Labour Courts it was decided to hold Lok Adalat for deciding the case on the basis of amicable settlement between the parties with a view to reduce the pendency of cases. Before holding of final Lok Adalat, it was also felt expedient to hold pre trial meeting for discussing the matter on its merit with the contestants.

3. In view of above the present case was identified and was ordered to be put up for mutual discussions between the contesting parties and for arriving at an amicable conclusion in the case.

4. Ultimately on the last sitting of pre trial meeting the case was discussed at length between the officers of the management and the representatives of the workmen representing the present case in the presence of Regional Labour Commissioner (Central), Kanpur, and it was agreed upon between the parties that the union will not press the present case and on this understanding the representative for the Union Sri Deep Chand made an endorsement on the statement of claim filed by the union to the effect that the case is not pressed.

5. In view of the endorsement made by the representative for the Union in the last pre trial meeting, the tribunal is left with no other option but to hold that the workmen involved in the present dispute are not entitled to get any relief pursuant to the present reference made to this tribunal.

6. Reference is accordingly answered against the workmen.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 17 मई, 2004

का०आ०. 1354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मूथाला स्टोन क्वॅारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय कोल्लम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[सं.एल-29012/144/98-आई०आर० (विविध);
सं.एल-29012/146/98-आई०आर० (विविध);
सं.एल-29012/147/98-आई०आर० (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 17th May, 2004

S.O. 1354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Kollam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Moothala Stone Quary and their workman, which was received by the Central Government on 28-4-2004.

[No. L-29012/144/98-IR (M);
No. L-29012/146/98-IR (M);
No. L-29012/147/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 3rd day of March, 2004)

PRESENT:

Sri C.N. Sasidharan
Industrial Tribunal
in

INDUSTRIAL DISPUTE NOS. 5, 6 AND 8/99

(1)

Between

Sri Manikanthan, Lease Holder,
Moothala Stone Quarry, P.M. House,
Pallickal, Chirayinkil,
Trivandrum .... Management
(By Sri B. Vijaya Kumar, Advocate, Trivandrum)

And

Smt. J. Lilly, Charuvila, Veedu,
Kozhakkattukonam, Vettiyara
P.O. Navaikulam, Kilimanoor,
Trivandrum .... Workman
(By Sri M. Rajagopalan Nair, Advocate, Trivandrum)

(2)

Sri Manikanthan, Lease Holder,
Moothala Stone Quarry, P.M. House,
Pallickal, Chirayinkil,
Trivandrum .... Management
(By Sri B. Vijaya Kumar, Advocate, Trivandrum)

And

Smt. K. Lalitha, Paravila Veedu,
Vallabhan Kannu, K.K. Konam,
Trivandrum .....Workman
(By Sri M. Rajagopalan Nair, Advocate, Trivandrum)

(3)

Sri Manikanthan, Lease Holder,
Moothala Stone Quarry, P.M. House,
Pallickal, Trivandrum .... Management
(By Sri B. Vijaya Kumar, Advocate, Trivandrum)

And

Smt. M. Omana, Charuvila Puthen Veedu, Vattoorkavu Kunnumpuram, Puliyarakonam, Trivandrum ... Workman

(By Sri M. Rajagopalan Nair, Advocate, Trivandrum)

AWARD

The Government of India by Order Nos. L-29012/147/98, L-29012/144/98 and L-29012/146/98 dated. 5-2-99 have referred these industrial disputes for adjudication to this Tribunal.

2. In all these references the issue for consideration and the opposite party, management are same. Though the workers are different, the conditions advanced and evidence adduced are same. Hence these references are being disposed of by this common award.

3. In order to understand the facts involved and the evidence adduced it is suffice to refer the contentions and evicence in I.D. 5/99 which are as below :

The issue for adjudication is the following:

"Whether the action of the employer of Moothala Stone Mine, Chinrayinkil Taluk. Trivandrum in terminating the service of Smt. J. Lilly, labour w.e.f. 26-2-98 is justified? If not, to what relief she is entitled?"

4. The case of the worker Smt. J. Lilly is that she was engaged as a mine worker at Moothala Stone Quarry by the management Sri. Manikanthan who was the authorised lease holder of the quarry. According to her she was working there for more than 8 years from 92 and was having an unblemished record of service under the management. While so she along with other co-workers demanded the management to take necessary steps to ensure ESI., PF and other statutory benefits to the workers. The management being infuriated for the said demand, deemed employment to her and the other two workers w.e.f. 26-2-88 without assigning any reason. Her further case is that the action of management is illegal and unjust and hence she is entitled to be reinstated in service all benefits.

5. The management opposes the claim of worker. It is stated that the claimant was not permanently employment at any point of time with the reason that the management got licence for quarrying only in the year 94 and the worker was not engaged from 92 onwards and that he was not a lease holder of Moothala Stone Quarry during that period. The management got temporary licence for quarrying on 13-1-94 and on the request of the worker she was employed on daily wages on occasional basis. She hardly worked for three months from September to December 94 and when there was disruption of work she left the management in January 95 and she has started working with Sri. Ansari who was having quarrying work at that time. According to the management the worker did not reutrn an amount Rs. 500/- borrowed from him even after the interference of Sri. Gopinathan, who was the local committee secretary of Communist Party Marxist. When the management demanded the money due to him, the worker stopped work. This dispute has been raised when the management informed the worker that he has filed complaint against her if the money is not returned. There was no employer employee relationship between the worker and this management and hence she cannot claim any compensation. This management is now totally unemployed after the lapse of quarrying licence and the claimant is now working in another quarry. According to the management the worker is not entitled to any relief.

6. The evidence consists of the deposition of the worker as WW1 and depositions of two more witnesses on her side as WWs 2 and 3. Ext. W1 was also marked in support of her claim. The management examined himself as MW1 and 2 witnesses were also examined on his side as MWs 2 and 3. Exts. M1 and M2 were also marked on the side of the management.

7. The worker is claiming reinstatement in the service of management contending that she was illegally terminated by the management. According to her she had eight years service with the management from the year 1992 onwards. The management categorically denied the claim of the worker except employment of three months and that too occasionally. Therefore the buden is heavily upon the worker to establish her employment with the management for 8 years and the alleged termination. The worker as WW1 has deposed in support of her claim. But she has not stated the date on which she was employed by the management and the date on which she was terminated from service. She has simply stated that she had worked eight to nine years. In the claim statement also it is only stated that she was working for more than eight years from 1992. The above statements itself create doubt about her claim. It is also interesting to note that she has not produced any document in support of her claim. No doubt WW 2 has supported the claim of the worker. According to WW 2 she has also worked under the management but that is also not proved by adducing any concept evidence. WW3 was not an employee of the management but she has deposed that she had seen the worker and the other two workers involved in this reference, working under the management. These two witnesses pleaded ignorance about the quarring licence which the management was having for the year 94 onwards according to the management. It has come out in evidence through MW3, the local Panchayat president, that the Panchayat used to issue no objection certificate for quarring and there is evidence for that in the Panchayat Office. No attempt has been made by the worker to call for any such record from the Panchayat Office to prove that the management had work of quarrying from the year 1992 onwards as now pleaded by the worker. In the absence of such material evidence the oral testimony of WWs 1 to 3 cannot be accepted to decide the crucial question of employment and termination particularly when the management has totally denied the claim of the worker. Further there is no evicence at all for demanding P.F., ESI and other statutory benefits to the workers for which the worker was denied employment according to her. Absence

of any such evidence also negatives the case of alleged denial of employment.

8. The management as MW1 has deposed that he got quarring licence only in the year 94 which was produced here and marked as Ext. M1. He has explained that though Ext. M1 was for a period of 5 years, he could not continue quarrying as there was stay from court due to complaint from a neighbour and his licence was accordingly cancelled. He has further stated that these workers had worked with him only for three months and when his quarrying work was stopped due to stay, these workers started working with Sri. Ansaru another quarrying licensee with Ext. M2 licence. This statement of MW1 has not been controverted. According to MW1 he has advanced Rs. 500/- to the worker as loan and even after the intervention of local Marxist Communist Party leader Sri. Gopinathan, the worker did not return the money and when he had informed the worker that case would be filed for relising the amount, she had left job. The evidence of MW1 is supported by MW2 who was also a worker under the management along with the claiment and the other two workers involved in the other references. According to MW2 all these workers worked under the management for three months only.

9. The evidence of MW3 is of very much importance in the nature of the contentions. This witness is the local Panchayat President and also a trade union leader. He has stated about the stoppage of quarrying of Sri. Manikanthan as a result of stay order obtained from court by a neighbour of the quarry that these workers were members of the party represented by him that he interferred in the money transactions between the management and these workers but that could not be settled and that the management has agreed to waive the amount and thereby settled the matter. This witness has further deposed that being the union secretary he was informed of the demand of workers and the workers never approached him with the demands of getting PF., bonus etc. as now pleaded by the worker. This witness has categorically denied the suggestion of the learned counsel for the worker that the management has terminated the services of these workers for demanding the above aforementioned benefits. According to this witness the work of quarrying is seasonal and there cannot be continued work in a quarry and hence payment of PF., bonus etc. as now pleaded by the worker in this field is not practical. This witness has categorically denied the suggestion of the learned counsel for the worker, that the management has terminated the services of these workers for demanding the aforementioned benefits. Nothing has been brought out to impeach the veracity the evidence of MW3 who is a respectful person of the locality being Panchayat President as well as trade union leader. There are absolutely no reasons also to disbelieve the evidence of this witness. The evidence MW3 considered along with the evidence of MW1 and MW2 fully establish the case of management and negatives the evidence of the workers. I accordingly accept the evidence of management in preference to the evidence adduced on the side of workers.

10. No doubt in the other two cases the workers have given statements in the same line as that of WW1 in this reference. It is also true that in those cases two kurup books have been marked in support of the case of the workers. Though it is claimed that those kurup books were issued to them by the managment showing their employment, no attempt has been made to prove the handwriting in those books as that of management. In the absence of any such evidence, those books cannot be acted upon to decide the claim of the workers. As matters stand now there is no believable or convincing evidence to conclude that the management had employed these three workers beyond a period of three months.

11. For the foregoing discussions. I hold that the workers in this reference failed to establish that the employer of Moothala Stone Mine, the management in this case, has terminated the services of Smt. J. Lilly, K. Lalitha and M. Omana w.e.f. 26-2-98 and hence they are not entitled to get any relief.

An award is passed in the above terms.

C.N. SASIDHARAN, Industrial Tribunal

APPENDIX IN I.D. 5/99

Witnesses examined on the side of the Workmen

WW1. Smt. J. Lilly

WW2. Smt. B. Chandrika

WW3. Smt. G. Ani.

Witnesses examined on the side of the Management

MW1. Sri. P. Manikantan

MW2. Smt. R. Sarasamma

MW3. Sri. K. Gopinath.

Documents marked on the side of the Workman

Ext. W1. Failure of conciliation report issued to the Secretary to Government of India, Ministry of Labour, New Delhi from the Asst. Labour Commissioner, Central, Trivandrum dated 18-9-98.

Documents marked on the side of the Management

Ext. M1. Photocopy of certificate issued to Sri. P. Manikantan from Dist. Collector, Trivandrum dated 13-1-94.

Ext. M2. Quarry licence in the name of Sri. M.S. Ansari dated 30-12-98.

APPENDIX IN I.D. 6/99

Witness examined on the side of the workman

WW1. Smt. K. Lalitha

Documents marked on the side of the workman

Ext. W1. Kurup Book.

APPENDIX IN I.D. 8/99

Witness examined on the side of the workman

WW1. Smt. M. Omana

Documents marked on the side of the workman

Ext. W1. Kurup Book.

नई दिल्ली, 17 मई, 2004

का. आ. 1355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेअरहाउसिंग कार्पो. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, नई दिल्ली के पंचाट (संदर्भ संख्या 19/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[सं. एल-42011/6/96-आई०आर० (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 17th May, 2004

S.O. 1355.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/97) of the Central Government Industrial Tribunal-cum-Labour Court II, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corpn. and their workman, which was received by the Central Government on 28-04-2004.

[No. L-42011/6/96-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,

Rajendra Bhawan, Ground Floor, Rajendra Place, New Delhi

I. D. No. 19/97

Presiding Officer : R.N. Rai

IN THE MATTER OF

SECRETARY GENERAL

Versus

CENTRAL WAREHOUSING CORPORATION

AWARD

The Ministry of Labour vide its letter No. L-42011/6/96-IR(Misc.) dt. 02-01-1997 has referred the following point for adjudication. The point runs as hereunder :—

"Whether the action of the management of Central Warehousing Corporation, New Delhi is justified and fair in signing the third wage revision dated 09-09-1996 with the splinter group of union, keeping aside the recognized Federation of CWC Employees Union, 9 CWC Staff Quarters, Rajendra Nagar, Borivli (East) Mumbai? If not, whether the M.O.U. signed on 09-09-1996 will be valid and whether the management of CWC has committed any unfair labour practice as defined under Schedule V of I.D. Act, 1947? If so, what relief the Federation of CWC employees Unions, Mumbai is entitled to?"

The claimant has filed statement of claim in which it has been stated that CWC Employees Union is the largest trade union and most representative body of the workmen employed in the CWC since 1972 and was recognized by the said Corporation in the year 1982 which status it continues to enjoy till date.

That the Corporation is a statutory body setup under Section 3 of the Warehousing Corporation Act, 1962 and an "other authority" within the meaning and scope of Article 12 of the Constitution of India.

It has been further submitted that the following registered trade unions operating in various regions of the Corporation are duly recognized by the Corporation, formally affiliated to the Federation except the Union of CWC employees (NZ) which is in the process of being affiliated.

(a) CWC Employees Union (Southern Region).

(b) CWC Employees Union (Gujarat Region)

(c) United CWC Employees Organisation (Western Region).

(d) CWC Employees Union (MP Region)

(e) CWC Employees Union (Patna Region)

(f) CWC Employees Union (Bhubaneshwar Region)

(g) CWC Workers Union (Calcutta Region)

(h) CWC Employees Union (North Eastern Region)

(i) Kendriya Bhandagar Nigam Shramik Sangh UP (Lucknow)

(j) Union of CWC Employees (NZ)

The CWC Employees Union (Southern Region) CWC Employees Union (Gujarat Region), United CWC Employees Organisation (Western Region), CWC Employees Union (MP) and CWC Employees Union (Patna Region) have all been formally recognized by the Corporation. The CWC Employees Union (Bhubaneshwar Region) and CWC Employees Union (NER) are the only union functioning in Bhubaneshwar Region and North Eastern Region and no rival union is operating in the said Regions. The remaining unions viz. CWC Workers Union (Calcutta Region), Kendriya Bhandagar Nigam Shramik Sangh, UP and Union of CWC Employees (NZ) have substantial membership amongst the employees of the Corporation. Thus, it is amply clear that the Federation is still commands majority of the employees of the Corporation as its member.

It has been further submitted that it is the most representative body of the workmen of the Corporation

and having been duly recognized by the Management since 1982 onwards is a historical fact and is evidenced by number of official documents, namely, Short Recital of the First Wage Settlement dated 2-6-1987 between the Management of the Corporation and this Federation signed before the Regional Labour Commissioner (Central) Bangalore. It has been considered as the Apex body representing the employees and recognized by the Management.

It has been further submitted that the second wage revision was also negotiated by the management of the Corporation with the Federation as recognized body and as the sole bargaining agent on behalf of the workmen of the Corporation. The Federation and the management of the Corporation after protracted discussions entered into a M.O.U., on 09-01-1992, which was subject to the approval of the Government of India. After the approval of the Central Government was received, both the Federation and the Corporation jointly requested the Regional Labour Commissioner (C) New Delhi on 19-11-1992 to close the industrial dispute over charter of demands of the Federation for revision of the wage structure for group C & D employees of the Corporation in view of having accepted the modifications as made by the Central Government in the M.O.U. by both the parties. A copy of the said joint letter dt. 19-11-1992 is annexed hereto and marked as Annexure W-1.

An industrial dispute was raised by CWC Karamchari Sangh for initiating action on IIIrd Wage Revision and Payment of Interim Relief to the workmen of the Corporation. The management has negotiated the second wage revision with Federation of CWC Employees Unions as recognized body and the sole bargaining agent.

The Federation of CWC Employees Unions is the sole bargaining agent, the issues of all India nature particularly the wage revision cannot be discussed with an unrecognised Union.

The Management has not received the Charter of Demands on third wage revision from the recognized Federation and hence it is not possible to initiate any action on wage revision and interim relief at this stage.

That the Federation submitted the third Charter of Demands to the Corporation on 16th/19th February, 1996 annexed as W-III.

That the management, after examination and thorough study of the Charter of Demands received from the Federation, prepared and forwarded to the Federation its counter proposal on revised wage structure and other benefits for group C & D workmen of the Corporation due w.e.f. 1-8-1992. The management also invited the Secretary General of the Federation for the purpose of wage negotiations at Delhi alongwith two representatives which has been annexed as W-IV.

That the Federal Executive Committee of the Federation, after detailed consideration, at Bhopal, of the counter proposal received from the management of the Corporation, decided to reject the same and took serious note of the attempts being made by some of the officials of the Corporation to scuttle the unity of the CWC Employees and weaken their bargaining capacity by pandering to and pampering the management's sponsored splinter groups.

It has been further submitted that the management did not negotiate with the Federation but negotiated with the unrecognized/minority/splinter Unions illegally and malafide to weaken and divide the Federation. The Federation suspected the bonafides of the management and seriously doubted its intentions and accordingly raised as industrial dispute with the Chief Labour Commissioner (Central), New Delhi in accordance with the provisions of the Industrial Disputes Act, 1947. As a result, a statement of demands was submitted to the Chief Labour Commissioner (Central) New Delhi. Thereafter industrial dispute was raised. The Federation was invited to attend joint negotiations in the Corporation's Head Quarters on 16-08-1996 and it was said that in case the federation failed, it would be presumed that the federation is not interested and adopted unfair labour practices. The federation objected to it and stated that un-registered trade unions are being taken into confidence and are being bargained. The Federation did not appreciate the behaviour of the Managing Director of the Corporation and he refused to give more time to enable the federation to hold consultation with the constituent unions and showed total ignorance. The representative of the Federation did not participate in the meeting on 19-08-1996 and informed accordingly. The Federation was, thus effectively kept out of the negotiations held on 02-09-1996. The federation was excluded from the negotiation and the management did not enter into any amicable negotiation. That alongwith this federation, all the registered trade unions functioning in the CWC should be invided for the purpose of the 3rd Wage Settlement and a secret ballot may be held under auspices of the Ministry of Labour within a fixed time frame and till such ballot is held, this Federation should continue to enjoy the status of Recognition as per the Code of Discipline, 1958.

The Conciliation proceedings were initiated and the third wage revision in 1996 was made with un-recognised unions. The Federation did not sign the wage revision agreement. The Federation is admittedly the Apex Body of the workmen. The management entered into the negotiations with minority and splinter groups and it was contrary to code of discipline of 1958. The management was bound to negotiate with the real federation and not with the splinter groups. Wage Revision Board of 1996 is not correct. It was prayed that the tribunal should declare the action of the management of the Corporation in excluding the Federation from the wage negotiations and ignoring the pending conciliation proceedings was improper, unjustified, unfair and bad in law and the MOU

signed on 09-09-1996 with the minority/splinter/local/ regional unions excluding and/or ignoring the Federation is invalid. The Corporation should hold negotiations with the Federation and arrive at a just and vaild settlement for the Third Wage Revision.

The Managment has filed written statement. It was submitted by the management that so far as the first and second wage revision settlement are concerned, they have been complied with by all and all the workmen have obtained benefit under the first and the second wage revision. In the Third Wage Revision, the federation of CWC did not sign but still they are enjoying the benefits. The federation is not the Apex Body of the CWC Employees but there are other unions and splinter groups. They have been entered into negotiations with the management and they have signed the wage revision. The appropriate authority has not so far conducted the process of verification still it is not certain as to which of the unions is the real union. The federation of the CWC claims itself to be the real union but there are splinter groups and the other unions should participate in the wage revision negotiations of 1996 and all the workmen are enjoying the benefits of Wage revision dt. 2-09-1996. Several Trade Unions as has been named in the statement of claims itself were present while the wage revision was considered in 1996. The federation of CWC did not appear in the meeting so the MOU/Wage Revision was not signed by it. The two wage revisions have become infructuous so far as the third is considered, it is still continuing.

The Secretary General Federation of CWC employees unions Mumbai has filed rejoinder and in the rejoinder, it has said that it is still the Apex body and the recognized unions. The splinter groups and the Regional unions do not command the majority. The management has not implemented vital sections of MOU signed on 01-09-1992. It has been further stated that CWC is an existence of 40 years so all the negotiations should be held with the CWC and not with the splinter groups and regional unions and another Unions. Heard arguments from both the sides and perused the records. The substantial question to be decided is whether federation of CWC Employees Union is the Apex body and commands majority of the splinter groups and unions which have been named in the statement of claims are real representatives of the CWC. It is apparent from the statement of claims that several CWC unions have been formed as Southern Region, Gujarat Region, M.P. Region, Calcutta Region, Eastern Region, Lucknow Region and NZ Region. All these are the splinter groups and smaller unions and they have participated in all the three wage revisions. The claimant states that they are the real unions and these splinter groups and smaller unions command the little majority and the management negotiates the wage revision of Class-C and Class-D employees with these unions. It was argued from the side of the union that the management in order to obtain the benefit did not give consideration to the demands of federation of CWC but it takes into confidence the splinter groups and the smaller unions. In this respect, my attention was drawn to SC-1985, page 272, and AIR 1994, SC 853 and AIR 1993 page522 and AIR 1993 (66) 525. I have gone through all the citations cited by the applicant but the decisions of the Hon'ble Courts are not applicable in the facts and circumstances of the case as the material question is which of the unions is a real union and these cases do not apply in the facts and circumstances of the present case.

It was argued from the side of the management that so far as the two wage settlements are concerned, this dispute has become infructuous as the time has expired and all the employees have taken benefits of the two wage structures. So far as the third is concerned, several splinter groups and Regional unions have signed the wage revision. Only the federation of the CWC did not participate and did not sign the wage revision.

It was argued that the substantial question is which of the afore said unions are the real union and they represent the majority class C&D employees of the CWC. It has not been considered as yet. The federation of the CWC ought to have conducted the election and proved that the federation of CWC is the largest union and the majority of the employees of class C&D are its members. Since it has not been established as such, in case the management entered into the splinter groups and the Regional Unions, without any secret poll voting, it cannot be said that the federation of the CWC is the real union. The law cited by the applicant is not applicable in the facts and circumstances of the case. The crux of the question is that which union is the real union and commands the vote of the majority of the class C & D employees of CWC.

The action of the management of the Central Warehousing Corporation, New Delhi can neither be said unjustified non unfair in which the splinter group of union participated and MOU was signed on 09-09-1996. It does not amount to unfair labour practice as the Federation of CWC employees union,9 CWC Staff Quarters, Rajendra Nagar, Borivli (East), Mumbai has not got the election conducted by secret ballot paper and proved itself to be the union of the majority of the CWC employees. In case the federation of the CWC employees unions of Mumbai considered itself to be the only largest union and the real union, it ought to have got the election conducted by secret ballot voting or the management ought to have got an election by secret ballot voting conducted and decided. Which of the unions is the real union and commands majority. Until it is done, the management cannot be said to be resorting to unfair labour practice. It is also the duty of the federation of CWC Employees union to approach the management to held the election of the union and circulate the notices for the same. So, at present it cannot be said which group or which union commands majority and is the real union of the CWC employees. The

federation of the CWC employees union is directed to hold the election and prove itself to be commanding the votes of the majority of class C&D employees. The management may also compel the federation of CWC union employees and the other splinter groups and splinter unions to hold the secret ballot voting and thereafter the minimum wages should be fixed.

The award is replied thus:—

The action of the management of Central Warehousing Corporation., New Delhi is justified and fair in signing the Third wage revision dated 09-09-1996 with the splinter group of union, keeping aside the recognized Federation of CWC Employees Unions, 9 CWC staff Quarters, Rajendra Nagar, Borivli (East) Mumbai as it has operated sofar. The management and the union both are directed to hold clections to decide which of the groups commands majority and according to that, the management will get MOU signed by the union commanding majority. The elections will be held by secret ballot paper within six months from the date of the award and the wage revision will be negotiate and signed by the union commanding majority.

Dated:- 23-03-2004

R.N. RAI, Presiding Officer

नई दिल्ली, 17 मई, 2004

का. आ. 1356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खेतड़ी कॉपर काम्पलैक्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या 24/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[सं. एल-43012/1/95-आई०आर० (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 17th May, 2004

S.O. 1356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/95) of the Central Government Industrial Tribunal-cum-Labour Court Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of khetri copper complex and their workman, which was received by the Central Government on 28-04-2004.

[No. L-43012/1/95-IR (M)]
B. M. DAVID, Under Secy.

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं० सी.आई.टी. 24/95

रैफरैंस: केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली की अधिसूचना क्रमांक एल - 43012/1//95 आईआर (मिस) दिन

श्री ओम सिंह पुत्र श्री नानगराम मोहल्ला खटीकान मु० पोस्ट सूरजगढ़ जिला झुँझनू द्वारा बी.एम.बागड़ा।

..... प्रार्थी

बनाम

जनरल मैनेजर, खेतड़ी कॉपर कॉम्कलैक्स, मु०पी० खेतड़ी नगर जिला झुंझनू।

.....अप्रार्थी

उपस्थित

पीठासीन अधिकारी: पी.एल.हिस्सारिया. आर. एच.जे.एस.

प्रार्थी की ओर से : श्री बी.एम. बागड़ा

अप्रार्थी की ओर से : श्री मनोज कुमार शर्मा

दिनांक अवार्ड : 12-02-2004

अवार्ड

भारत सरकार श्रम मंत्रालय, नई दिल्ली द्वारा निम्न विवाद इस न्यायाधिकरण को अधिनिर्णयार्थ प्रेषित किया गया है:

> " Whether the action of the General Manager (Mines) khetri Copper Complex, Khetri Nagar is justified? In dismissing the services of Shri Om Singh, Fitter 'C' Code No. 24063 w.e.f. 27-9-91? If not, to what relief the workman is entitled?"

2. प्रार्थी को ओर से स्टेटमेंटऑफ क्लेम पेश कर अभिकथन किया गया है कि अप्रार्थी नियोजक के यहां उसकी नियुक्ति दिनांक 4-02-74 को हेल्पर के पद पर की गई थी तथा प्रार्थी का कार्य संतोषजनक पाये जाने पर वरिष्ठता के आधार पर अप्रैल 1985 में प्रार्थी को फिटर के पद पर पदोन्नति दी गई। प्रार्थी का कथन है कि उसे परेशान करने की नियत से मिथ्या तथ्यों पर आधारित आरोप मत्र दिनांक 10-05-89 को जारी किया गया, प्रार्थी के जवाब पर विचार किये बिना ही जांच अधिकारी की नियुक्ति को जाकर मनमाने तरीके से जांच कराई गई और जांच प्रतिवेदन पर बिना माइन्ड अप्लाई किये प्रार्थी को दिनांक 27-9-91 के ओदश से सेवामुक्त कर दिया गया। प्रार्थी का कथन है कि न तो जांच नियमानुसार की गई और सेवा मुक्ति की कार्यवाही भी अनुचित व अवैध रूप से की गई है। प्रार्थी का कथन है कि प्रार्थी के विरुद्ध मिथ्या तथ्यों पर एफ. आई. आर. दर्ज कराई गई जो विचाराधीन होने के दौरान आरोप पत्र देकर जांच की कार्यवाही कर उसे सेवा से पृथक कर दिया। उसका यह भी कथन है कि यह कार्यवाही प्राकृतिक न्याय सिद्धान्तों के विपरीत है क्योंकि न्यायालय में श्रमिक के विरूद्ध फौजदारी मुकदमा चल रहा था उसके निर्णय का इन्तजार नहीं किया गया। प्रार्थी का यह भी कथन है कि गुणावगुण पर प्रार्थी के विरुद्ध कोई आरोप प्रमाणित नहीं होता न हो उसके पूर्व रिकार्ड पर गौर किया गया है, प्रार्थी के अनुसार उसने कोई दुराचरण नहीं किया है तथा वह सेवा मुक्ति की दिनांक से ही बेरोजगार बैठा है, अत: प्रार्थी की प्रार्थना है कि उसका सेवा मुक्ति आदेश दिनांक 27-9-91 अपास्त किया जाकर उसे समस्त बकाया वेतन व अन्य लाभ सहित सेवा में बहाल किया जावे।

19-6-95

3. अप्रार्थी की ओर से क्लेम का जवाब पेश कर अभिकथन किया है कि यह सही है कि प्रार्थी की नियुक्ति दिनांक 4-02-74 को हैल्पर के पद पर हुई थी और अप्रैल 1985 में नियमानुसार प्रार्थी की पदोन्नति फिटर- सी के पद पर करं दी गई। अप्रार्थी का कथन है कि श्रमिक को जो आरोप पत्र दिया गया था वह इसलिए दिया गया उनकी ड्यूटी रात को 12 बजे से सुबह 8 बजे के शिफ्ट में थी और इनकी शरीरिक जांच में इनके कब्जे से छः क्रशर पिन्स जिनका तोल 575 कि०ग्रा० था, बरामद हुई। आरोप की नियमानुसार जांच कराई गई व जांच अधिकारी ने नैसर्गिक न्याय के सिद्धान्तों के अनुसार प्रार्थी को अपना पक्ष प्रस्तुत करने का पूर्ण अवसर दिया व विधिक रूप से जांच पूर्ण कर जांच प्रतिवेदन प्रस्तुत किया। अप्रार्थी का यह भी कथन है कि सेवा मुक्त करने से पहले घरेलू जांच के रिकार्ड को अनुशासनिक अधिकारी ने पूर्ण रूप से अध्ययन किया तथा जांच की प्रक्रिया व निष्कर्षों की सही मानते हुए श्रमिक की सेवा मुक्ति का निर्णय लिया। प्रार्थी को अपील प्रस्तुत करने का अवसर भी दिया गया तथा उन्होंने अपील प्रस्तुत की जो नियमानुसार खारिज की गई है। अत: प्रार्थी का सेवा मुक्ति आदेश पूर्णतया उचित एवं वैध है और श्रमिक कोई राहत पाने का अधिकारी नहीं है और उसका क्लेम खारिज किया जावे।

4. यहां यह उल्लेख करना उचित है कि इस न्यायाधिकरण के आदेश दिनांक 24-11-99 द्वारा श्रमिक के खिलाफ कराई गई विभागीय जांच को अशुद्ध व अनुचित घोषित किया गया है और विभाग की प्रार्थना पर श्रमिक के खिलाफ आरोप न्यायाधिकरण के समक्ष साबित करने हेतु साक्ष्य प्रस्तुत करने का अवसर दिया गया जिस पर उनकी ओर से एक मात्र साखी श्री सुशील कुमार सक्सेना का शपथ पत्र प्रस्तुत किया गया है तथा प्रदर्श। लगायत 5 कुल 5 दस्तावेज़ प्रस्तुत किये हैं जिनमें प्रदर्श-1 ओम सिंह का बयान, प्रदर्श-2 चोरी की रिपोर्ट, प्रदर्श-3 सीज़र मीमो, प्रदर्श-4 बरामद वस्तु का माप प्रमाण पत्र और प्रदर्श-5 पुलिस थाना खेतड़ी में आरोपों के विरुद्ध कराई गई चोरी की रिपोर्ट है। खण्डन में आरोपी श्री ओम सिंह ने स्वयं का शपथ पत्र पेश किया जिस पर जिरह की गई और उसने तीन दस्तावेज़ प्रदर्शित करवाये जिसमें प्रदर्श डब्ल्यू1 सेवा मुक्ति आदेश, डब्ल्यू-2 अपील अधिकारी का आदेश, प्रदर्श डब्ल्यू-3 ओम सिंह की फौजदारी न्यायालय द्वारा इसी घटना के बाबत चोरी के आरोप पत्र पर दोषमुक्त किये जाने का निर्णय।

5. बहस सुनी गई, पत्रावली का अवलोकन किया गया।

6. आरोपी के विद्वान प्रतिनिधि का तर्क है कि विभाग द्वारा थाने में चोरी की रिपोर्ट कराई गई थी जिस पर पुलिस ने अनुसंधान के बाबत न्यायालय में चालान पेश किया जहां अनवीक्षा के पश्चात् निर्णय प्रदर्श डब्ल्यू-3 द्वारा आरोपी को चोरी के आरोप से दोषमुक्त कर दिया गया। उन्हीं तथ्यों पर विभागीय जांच की गई है जिसमें वही साक्षी श्री सुशील कुमार सक्सेना हैं जिनके बयान पर फौजदारी न्यायालय ने अविश्वास कर श्रमिक को दोष मुक्त किया है। ऐसी सूरत में इस साक्षी के कथन पर विश्वास नहीं किया जा सकता और उन्हीं तथ्यों के आधार पर विभागीय जांच में प्रार्थी को सेवा मुक्त नहीं किया जा सकता। अपने तर्क के समर्थन में प्रार्थी के विद्वान प्रतिनिधि ने 1997 लैब. आई.सी. 2884 आन्ध्र प्रदेश सरकार बनाम सी. मुरलीधर, 1999 लैब. आई.सी. 1565 कैप्टन एम. पॉल एन्थनी बनाम भारत गोल्ड माइन्स व 2009 लैब. आई.सी. 2565, (यू.एन.एम.पी. उच्च न्या०) यूनियन ऑफ इण्डिया बनाम वी.के. गिरदोनियां के प्रद्धोरण प्रस्तुत किये हैं।

7. इसके विपरीत विद्वान प्रतिनिधि अप्रार्थी श्री मनोज कुमार शर्मा का तर्क है कि यद्यपि इस अधिकरण द्वारा दिनांक 24-11-99 के आदेश से घरेलू जांच को दूषित करार दिया गया है, परन्तु न्यायालय में श्री सुशील कुमार सक्सेना के बयान से प्रार्थी श्रमिक के विरुद्ध चोरी का आरोप पूर्णत: साबित कर दिया गया है, इसलिए सेवा मुक्ति का आदेश अवैध नहीं है। उनका तर्क है कि फौजदारी न्यायालय द्वारा श्रमिक को दोषमुक्ति के निर्णय से जांच प्रभावित नहीं होती क्योंकि दोनों में साक्ष्य का पैमाना व उद्देश्य अलग-अलग होता है। अपने तर्क के समर्थन में विद्वान प्रतिनिधि अप्रार्थी ने एल.एल.जे. वॉल्यूम-1 1972, यूनियन ऑफ इण्डिया बनाम सरदार बहादुर 1997 II एल.एल.जे. (एस.सी.) डिपो मैनेजर, आन्ध्र प्रदेश स्टेट रोड ट्रांसपोर्ट कार्पोरेशन व II एल.एल.जे. 1965 (एस.सी.) 153 जे.के. कॉटन स्पिनिंग एण्ड वीविंग कम्पनी लि० बनाम उनके श्रमिकगण के प्रद्धोरण प्रस्तुत किये हैं।

8. मैंने उपरोक्त तर्कों पर विचार किया, प्रस्तुत प्रोद्धरणों का आदर सहित पढ़ा।

9. विभाग के प्रतिनिधि द्वारा माननीय उच्चतम न्यायालय के जिन तीन प्रोद्धरणों को प्रस्तुत किया है, उनमें डिपो मैनेजर बनाम मोहम्मद युसुफ के प्रोद्धरण का हवाला आरोपी के प्रतिनिधि द्वारा प्रस्तुत प्रोद्धरण एम. पॉल एन्थनी बनाम भारत गोल्ड माईन्स में दिया गया है। विभाग के प्रतिनिधि ने यह निर्णय विभागीय जांच को फौजदारी न्यायालय में प्रकरण की कार्यवाही के लंबित रहने के दौरान स्थगन के बाबत दिया है, जबकि आरोपी के प्रतिनिधि द्वारा प्रस्तुत निर्णय में माननीय उच्चतम न्यायालय ने स्पष्ट तौर पर निर्धारित किया है कि अनुशासनिक कार्यवाही की जांच में वह फौजदारी प्रकरण में तथ्य एक से हो और उस तथ्य पर फौजदारी न्यायालय को निर्णय दोष मुक्ति का आ गया हो, ऐसी सूरत में उन्हीं तथ्यों पर विभागीय जांच उन्हीं परिस्थितियों में नहीं की जानी चाहिए। उक्त प्रोद्धरण को देखते हुए चूंकि विभागीय जांच में एक मात्र साक्षी श्री सुशील कुमार सक्सेना का बयान कराया गया है, जिसके बयान को फौजदारी न्यायालय ने विश्वसनीय नहीं माना और प्रार्थी से पीतल की छड़ें बरामद होना साबित नहीं माना तथा ये पीतल की छड़ें विभाग के कब्जे व स्वामित्व को होना भी नहीं माना। ऐसी सूरत में इस अधिकरण में आरोप को साबित करने के लिए उसी सुशील कुमार सक्सेना का बयान कराया गया है जिसने अपने शपथ पत्र में यह तो अंकित किया है कि आरोपी से उक्त छड़ें बरामद हुई, परन्तु जिरह में इस बात को स्वीकार किया है कि उसकी ड्यूटी बरामदगी के समय अन्य गेट पर थी, मौखिक आदेश के द्वारा उसे इस गेट पर लगाया गया जहां उसके सामान की तलाशी के दौरान आरोपी से छड़ें बरामद हुई। परन्तु उस गेट पर ड्यूटी लगाने के बाबत विभाग को कोई विश्वसनीय साक्ष्य इस न्यायाधिकरण के समक्ष पेश नहीं की गई है, न ही ऐसा कोई दस्तावेज़ पेश हुआ है जिससे इस साक्षी की उपस्थिति उस गेट पर होना साबित होता हो। जो पांच दस्तावेज़ात इस साक्षी के द्वारा विभाग ने प्रदर्शित करवाये हैं, उनमें प्रदर्श-1 ओम सिंह के बयान की फोटो प्रति है जो केहर सिंह यादव द्वारा लिखा गया है किन्तु केहर सिंह यादव को पेश नहीं किया गया है। सुशील कुमार सक्सेना के बयान से तो ओम सिंह का

बयान प्रदर्श-1 साबित नहीं होता। सुशील कुमार सक्सेना के बयान का खण्डन ओम सिंह ने पूर्णतया किया है व बरामदगी से पूर्णतया इन्कार किया है। इसी प्रकार चोरी की रिपोर्ट प्रदर्श-2 जब्ती रिपोर्ट प्रदर्श-3 जब्ती वस्तुओं का माप प्रमाण पत्र प्रदर्श-4 पर भी श्री सुशील कुमार सक्सेना ने कहीं अपने हस्ताक्षर प्रमाणित नहीं किये हैं। सीजर मीमो प्रदर्श-3 पर साक्षियों के कॉलम सं० 6 में गवाह-2 पर सुशील कुमार का नाम अवश्य अंकित है परन्तु अपने बयान में सुशील कुमार ने इसको साबित नहीं किया है और यह मात्र फोटो प्रति है। प्रदर्श-5 प्रथम सूचना रिपोर्ट है जिस पर पुलिस ने अनुसंधान के पश्चात् चालान पेश किया है और फौजदारी न्यायालय ने आरोपी को निर्णय प्रदर्श डब्ल्यू-3 द्वारा उक्त आरोप से दोषमुक्त किया है।

10. विद्वान प्रतिनिधि अप्रार्थी ने एक तर्क यह भी दिया है कि श्री सुशील कुमार सक्सेना से प्रार्थी के प्रतिनिधि ने जो जिरह की है उसमें बरामदगी के तथ्यों को पूछा गया है जिन सुझावों से बरामदगी के तथ्य साबित होते हैं। परन्तु मेरे विनम्र मत में आरोपी के प्रतिनिधि द्वारा जिरह में जो सुझाव दिये गये हैं, उनमें साक्षी ने जो इन्कारी की है, उससे बरामदगी नहीं मानी जा सकती। ऐसी सूरत में श्री सुशील कुमार सक्सेना के इस अधिकरण में दिये गये एक मात्र बयान से श्रमिक के विरुद्ध लगाया गया आरोप साबित नहीं होता है और प्रार्थी श्रमिक के विरुद्ध पारित सेवा मुक्ति आदेश स्वत: ही अवैध हो जाता है।

11. उपरोक्त विवेचन के आधार पर प्रकरण में निम्न अवार्ड पारित किया जाता है :

"जनरल मैनेजर (माइन्स) खेतड़ी कॉपर कॉम्पलैक्स, खेतड़ी नगर द्वारा श्रमिक श्री ओम सिंह फिटर "सी" कोड नं० 24063 के विरुद्ध सेवा मुक्ति आदेश दिनांक 27-9-91 अशुद्ध एवं अवैध होने से अपास्त किया जाता है। श्रमिक इसके परिणामस्वरूप पिछला समस्त वेतन, भत्ते व अन्य लाभ सहित पुन: सेवा में बहाल किये जाने का अधिकारी है। यदि इस बीच श्रमिक को कोई निर्वाह भत्ता नियोजक द्वारा अदा किया गया है तो वह प्रार्थी श्रमिक के वेतन में समायोजित कर लिया जायेगा।"

12. अवार्ड आज दिनांक 12-2-2004 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

पी.एल. हिस्सारिया, न्यायाधीश

नई दिल्ली, 17 मई, 2004

का. आ. .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलोर के पंचाट (संदर्भ संख्या 80/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2004 को प्राप्त हुआ था।

[सं. एल-43012/20/2000-आई०आर० (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 17th May, 2004

S.O. 1357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/2000) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workmen, which was received by the Central Government on 28-04-04.

[No. L-43012/20/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CUM LABOUR COURT

"SHRAM SADAN",

III MAIN, III CROSS II PHASE, TUMKUR ROAD, YESHWANTHPUR,

BANGALORE-560 022.

Dated : 21st April 2004

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. NO. 80/2000

I PARTY	II PARTY
Shri M. Balakrishnan,	The Managing Director,
C/o. Shri S. Savandass,	Bharat Gold Mines Ltd.
CITU Marikuppam,	Oorgaum Post,
Kolar Gold Field-563119	Kolar Gold Field-563120

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/20/2000/IR (M) dated 10th November 2000 for adjudication on the following schedule:

SCHEDULE

"Whether the claim of Shri M. Balakrishnan for adopting the following formula for the payment of Voluntary Retirement Scheme dues is proper?

$$\frac{\text{Last drawn wage} \times 30 \text{ days} \times \text{No. of years}}{26 \text{ days}}$$

If so, to what relief the workman is entitled?"

2. In response to the notices issued by this Tribunal both the parties made appearances through respective counsels. The Order Sheet of this Tribunal and the record would reveal that the 1st Party was represented through Counsel by Vakalat dated 15th January 2002 and thereupon

the matter came to be adjourned from time to time for filing up the Claim Statement by the first party. Despite several opportunities afforded to the 1st Party and the Counsel, no Claim Statement was preferred by them up to 18th March 2003. From 6th April 2003 till 8th March 2004, this Tribunal was functioning without Presiding Officer to preside over it. However, when the case was taken up on 8th March 2004, both the counsels remained absent and the matter came to be adjourned to 2nd April 2004 for filing of the Claim Statement but of no use. Therefore, the court was constrained to make a note that '**Claim Statement not filed Posted for Counter Statement if any by 19th April 2004**', on which date, case was again taken up for hearing and Counter Statement not being filed, it is posted for this day for award.

3. As, could be read from the point of reference narrated above, the primary burden to establish the fact that the management was justified in adopting the formula for payment of dues under the Voluntary Retirement Scheme as mentioned in the reference, was caused upon the management itself but this primary burden which was resting upon the shoulders of the management was required to be discharged in case of the Claim Statement being put forth by the 1st Party.

4. Unfortunately in this case as seen above despite several opportunities given to the 1st Party, Claim Statement was not tendered so as to call upon the management to file its Counter Statement and then to lead evidence oral and documentary, to discharge the burden as contemplated under the above said point of reference. Therefore, the conduct of the first party in not filing of the Claim Statement and disclosing his rights and grievances in agitating the dispute before this Tribunal, would reveal that he is no more interested in prosecuting the proceedings and therefore, there is no point in keeping the matter pending any more. In the result it is to be held that the first party fails to establish his claim before this Tribunal. Hence the following Order.

ORDER

The reference is dismissed for non prosecution. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 21st April 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 17 मई, 2004

का. आ. 1358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ राजस्थान लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या सीजीआईटी-4/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2004 को प्राप्त हुआ था।

[सं. एल-12012/53/2002-आई०आर० (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 17th May, 2004

S.O.1358 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-4/2002) of the Central Government Industrial Tribunal-cum-Labour Court Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Limited and their workman, which was received by the Central Government on 17-05-04.

[No. L-12012/53/2002-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-4/2002

Reference No. L-12012/53/2002-IR (B-I)

The General Secretary,
Akhil Bharatiya Bank of Rajasthan
Karamchari Sangh,
59, Patel Colony, Sardar Patel Marg,
C-Scheme, Jaipur (Rajasthan)-302001 ....Applicant Union

Versus

1. The Senior Manager,
The Bank of Rajasthan Ltd.,
B/o Subodh College, Bapu Nagar,
Jaipur (Raj.)
2. The Dy. General Manager,
The Bank of Rajasthan Ltd.,
Regional Office :
C-49, Banwala Building,
Bhagwandas Road, C-Scheme,
Jaipur (Rajasthan). ....Non-applicants

Present :

Presiding Officer : Shri R.C. Sharma

For the applicant : Shri R.C. Jain

For the non-applicants : Shri Alok Fatehpuria,

Date of award : 27-4-2004.

AWARD

1. The Central Govemment in exercise of the powers

referred under Clause 'D' of Sub-section 1 & Sub-section 2(A) of the Section 10 of the Industrial Disputes Act, 1947 (for short the Act) has referred the following industrial dispute to this Tribunal adjudication, which runs as under :—

"Whether the action of the management of The Bank of Rajasthan Ltd., Jaipur regarding non-payment of officiating allowance to Shri Ravindra Bhargava is justified? If not, what relief the woekman is entitled and from what date?"

2. The workman in his statement of claim has pleaded that he was appointed/posted on 13-9-97 in the branch of the non-applicant bank at Subodh College, Bapu Nagar, who was thereafter sent on 15-9-97 to the Rambagh Palace Extension Counter on deputation where he discharged his duties upto 25-5-2000. He has added that during this period, he had drawn his salary from the Subodh College Branch, Bapu Nagar. As per his averment, in accordance with the settlement dated 28-3-1980 and the circular dated 15-4-80, being the senior most employee, he was not given an opportunity for officiating on the posts where the special allowance was admissible during the period 15-9-97 to 29-5-2000 and the junior employees to him were allowed to officiate on such postings who were given the officiating allowance accordingly. The claimant has, therefore, urged that the officiating allowance admissible to his junior employees during the aforesaid period should also be paid to him alongwith the interest.

3. Resisting the claim, the non-applicants have pleaded that the present dispute does not fall within the definition of the industrial dispute, that the special allowance is only admissible to those employees who have actually worked on such postings, that the work distribution and the payment of the special allowance is not decided in accordance with the settlement dated 28-3-80 and circular dated 15-4-80, but the steps are taken in accordance with the settlement dated 21-11-84 and the circular dated 8-12-84 under which the workman is not entitled to get the special allowance.

4. On the pleadings of the parties, the following points for determination were framed :—

(I) Whether on account of the leave of an employee having the special allowance, his work is to be assigned by the senior most employee working in the branch as per the settlement dated 28-3-1980 and circular dated 15-4-1980 ? BOA

(II) Whether the workman, who was appointed in the branch of the non-applicant bank in Subodh College, Bapu Nagar, since 13-9-97, and was deputed in the Rambagh Palace Extension Counter w.e.f. 15-9-97, was not afforded an opportunity to officiate on the posts having the special allowances in between the period 15-9-97 to 29-5-2000 in accordance with the aforesaid settlement and circular and the work of the said post was got preformed by the employees junior to him? BOA

(III) Whether the workman is entitled to get the officiating allowances with interest in between the period 15-9-97 to 29-5-2000, which allowance was granted to the employees junior to him? BOA

(IV) Whether the present dispute amongst the parties is governed by the Bipartite Settlement dated 21-11-84 and the circular dated 8-12-84 ? BONA

5. Even after awarding about 8 opportunities for adducing the evidence to the workman, he could not be able to submit his affidavit before this Tribunal in support of his case. Therefore, on account of his non-appearance on 26-4-2004 and giving an amble opportunity to bring the evidence on record, his evidence was closed.

6. I have gone through the record.

7. It appears that the workman is not interested to further contest his claim and under these circumstances, a 'No Dispute Award' is passed in the present case.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 17 मई, 2004

का. आ. 1359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सीजीआईटी-जे 8/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2004 को प्राप्त हुआ था।

[फा. सं. एल-12012/601/98-आई०आर० (बी-I)]

अजय कुमार, डैस्क अधिकारी,

New Delhi, the 17th May, 2004

S.O. 1359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-J-8/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Limited and their workman, which was received by the Central Government on 17-5-2004.

[F. No. L-12012/601/98-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JAIPUR

Case No. CGIT-J.8/1999.

Reference No. L-1212/601/98-IR(B-I)

Sh. Kushal Chand Sharma,
Through, Sh. Santosh Bhatnagar,
18, Arjunpuri, Imliwala Phatak,
Jaipur (Rajasthan). .... Applicant

Versus

General Manager,
Bank of Rajasthan Ltd.,
Head Office, C-3, Sansar
Patel Marg, C-Scheme,
Jaipur (Rajasthan) .... Non-applicant

PRESENT :

SH. R. C. Sharma Presiding Officer

For the applicant : Sh. R.C. Jain,

For the non-applicant . Sh. Alok Fatehpuria

Date of award : 26-4-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Section I of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

> "Whether the action of the management of bank of Rajasthan Ltd., Jaipur in appointing the junior workman to Sh. Kushal Chand Sharma and not producing the select list for which an adverse inference can be drawn, was justified? If not, to what relief the said workman is entitled and from what date?"

2. The workman in his statement of claim has pleaded that he was employed by the non-applicant management on various occasions to discharge the duties of 4th class and that from 20-2-84 to 9-5-84 he continuously worked with the non-applicant management, but on 10-5-84, his service was terminated. He has further averred that as per the Bipartite Settlement , the employees in the subordinate cadre who worked temporarily for 80 days or over it earlier or who have worked for 180 days temporarily as part-time employees, had to be called for interview and to appoint them on their selection. The workman was called for the interview whose name finds place at serial No. 68 of the panel, but he was not appointed by the non-applicant management. He unsuccessfully raised the industrial dispute before the Conciliation Officer, who submitted the failure report to the Ministry of Labour. The workman has further pleaded *inter alia* that non-applicant management had adopted the unfair labour practice in not appointing him and that after his termination, the management has recruited several fresh hands who have been named at para 7(E) of the statement of claim in violation of Section 25-H of the Act. The workman has urged that his termination order may be declared as unjust and illegal and he may be reinstated in the service with back-wages and with continuirty of his service.

3. Antagonising the claim, the non-applicant in his written statement has pleaded that the controversy does not fall within the ambit of Section 2(K) and Section 2(A) of the Act, that the dispute has not been espoused on behalf of the Union and that after a laps of 13 years, the dispute has been raised by the workman which is not naintainable on account of delayed one. It has been further averred that the workman was employed on contractual basis and after the termination of the term, his service automatically came to an end and his case falls under the provision of Section 2(oo)(bb) of the Act. It has also been stated that the termination does not amount to the retrenchment on this account.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. आया निर्देश आदेश जवाब के प्रारंभ में आपत्ति संख्या 1 और 2 के आधार पर चलने योग्य नहीं है ?

II. आया विवाद देरी से उठाये जाने के कारण निरस्त किये जाने योग्य है ?

III. आया प्रार्थी की सेवा समाप्ति औद्योगिक विवाद अधिनियम 1947 की धारा 2 (ओओ) (बीबी) के अंतर्गत नहीं है ?

IV. आया प्रार्थी की नियुक्ति नियमानुसार नहीं की गई ? यदि हां, तो इसका प्रभाव ?

V. आया प्रार्थी औद्योगिक विवाद अधिनियम के अंतर्गत कर्मचारी की श्रेणी में नहीं आता ?

VI. आया स्टेटमेंट ऑफ क्लेम के खंड संख्या 4 में वर्णित अप्रार्थी व बैंक ऑफ राजस्थान युनियन के मध्य समझौता हुआ व प्रार्थी के द्वारा साक्षात्कार दिये जाने के बाद अप्रार्थी के द्वारा जो सूची जारी की गई उसमें प्रार्थी का नाम अंकित था एवं अप्रार्थी द्वारा प्रार्थी को आश्वासन दिया गया कि उसे नियुक्ति दी जायेगी ?

VII. आया अप्रार्थी ने अनुचित श्रम व्यवहार किया है ?

VIII. आया प्रार्थी के द्वारा स्टेटमेंट ऑफ क्लेम के खंड संख्या 7 (ई) में वर्णित व्यक्तियों को प्रार्थी की सेवा मुक्ति के पश्चात् नियोजन में रखा गया है, जो अनुचित है ?

IX. आया अप्रार्थी के द्वारा चयनित व्यक्तियों की सूची प्रस्तुत नहीं किये जाने से अप्रार्थी के विरूद्ध निष्कर्ष निकालना उचित है ?

X. प्रार्थी किस सहायता प्राप्त करने का अधिकारी है ?

5. The workman failed to adduce any evidence on record. Hence, on 20-11-2002, his evidence was closed. The non-applicant has not chosen to lead the oral evidence. But on his behalf, the Bipartite Settlement dated 3-4-81, seniority list pertaining to the year 1985 and the another seniority list dated 21-11-90 have been placed on the record.

6. I have heard both the parties and have gone through the record. The point-wise discussion follows as under :—

Points No. III, IV, VI, VII & VIII

7. Since the facts pertaining to all these points are identical, they are being discussed together hereunder.

8. The workman's case is that he was employed by the non-applicant bank who discharged the duties of a 4th

Class and worked w.e.f. 20-2-84 to 9-5-84. The non-applicant in his written statement has denied that the workman was ever employed by the bank at its Johri Bazar branch as a 4th Class, but has admitted that he had worked from 20-2-84 to 9-5-84 in capacity of a temporary peon-cum-cleaner.

9. Apparently, both the parties have not led the oral evidence in support of their case respectively. On behalf of the non-applicant, the afore-stated settlement dated 3-4-81, list of selected candidates for the posts of part-time peons of the year 1985 and the list of selected candidates dated 21-11-90 have been brought on the record. These documents have been admitted on behalf of the workman.

10. To begin with, the ld. representative on behalf of the non-applicant has raised an objection that the workman has not submitted his affidavit in support of his case and has not appeared in the witness box. Hence, his case fails on account of non-production of evidence on his behalf.

11. Arguing contra, the ld. representative for the workman has submitted that even the workman could not produce the evidence in support of his case, the controversy can be decided on the basis of the materials placed before the Court and in support of his contention, he has referred to the following decisions reported on **1996 (II) LLJ SC 920; 1968 (16) FLR SC 307 & 2000 (67) FLR Bombay 228.**

12. I have bestowed my anxious consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to by both the parties.

13. In **1996 (II) LLJ SC 920,** the Hon'ble Apex Court has held that before the Tribunal there need not be the evidence to prove the facts as per the Evidence Act but the case can be decided on the materials placed before it and the Court cannot shirk its responsibility in resolving the issue on the basis of available material, however difficult it may be.

14. In **1968 (16) FLR SC 307,** the relevant observation made by the Hon'ble Apex Court is quoted as below :—

> **"In proceeding on this basis, the High Court clearly fell into an error, because, in this case, when the adjudication of the industrial dispute was taken up by the Tribunal, all the parties contended themselves with filing documentary evidence and no oral evidence was given by any party. At no stage was it challenged that the documents filed could not be taken into account until proved formally in the manner required to be proved in a regular civil proceeding in accordance with the provisions of the Indian Evidence Act."**

15. Similarly, in **2000 (87) FLR Bombay 228,** the Hon'ble Court has observed that even if the petitioner does not appear into the witness box and there is documentary evidence on the record the controversy can be adjudicated on the basis of the documentary evidence.

16. Keeping in view the principle expounded by the Hon'ble Apex Court and the Bombay High Court in the aforesaid decisions, now I proceed to examined the issues in controversy on the basis of the materials available on the record.

17. As has been stated supra, the period of employment of the workman by the management is not in dispute. The ld. representative on behalf of the workman contends that as per the settlement dated 3-4-81, it was decided how to select the eligible candidates and accordingly after holding the interview of the eligible candidates, the selection list in the year 1985 was prepared which also contains the name of the workman at serial No. 68. His contention is that the workman was not appointed a per the selection list but juniors to him were appointed as per the list dated 12-11-90. In support of his case, the ld. representative has relied upon the clauses of the settlement dated 3-4-1981 and has drawn my attention towards the relevant clauses embodies therein.

18. Contrary to it, the ld. representative appearing for the non-applicant submits that the employment of the workman came to an automatic end in the year 1984 and the panel of the selected candidates was made in the year 1985 after holding the interview. But in the year 1989, this panel was scrapped and only the candidates up to serial No. 38 could be appointed as per the selection list of the year 1985. His contention is that the settlement dated 3-4-81 is not applicable in this contest.

19. For the sake of the convenience, the relevant clauses of the settlement dated 3-4-81 are reproduced as below :—

> **"It was contended by the Federation that the bank had been engaging temporary employees in the Subordinate cadre to work in part-time vacancies as well as in the vacancies for full time leave suhstitutes or otherwise at various branchs/departments from time to time. In case of full time temporary vacancies, the employees were given appointment for a maximum period of 80 days whereas in case of part-time employees the persons were engaged for a period not exceeding 180 days."**

20. Clause 2.1(a) (1) lays down as under :—

> **"All those temporary employees in the subordinate ..... Irrespective of their age, education qualification, etc. who have put in 80 days or more of full time in temporary service as well as those part time employees who have put in 180 days or more of tempo-**

rary part time service and also those who have been given appointment for 80 days of full time temporary or 180 days of part-time service as on the date of signing this settlement will be called for interview which will be held separately for each of the States/Union Territories where the Bank has got its branches."

21. Clause 2.1(h) is as below :—

"When the said initial State-wise select/waiting list is/are exhausted, then a fresh select list in the states concerned which will be on administrative district basis for part-time peons and state-wise basis for part-time peons will be prepared as per norms and proceedings laid down hereinafter."

22. Thus, this settlement sounds that the bank was engaging temporary employees in the subordinate cadre who worked in part-time vacancies as well as in the vacancies for full-time. In case of full-time vacancies, the employees were given appointment for a maximum of 180 days, whereas in the category of part-time employees, the persons were engaged for a period not exceeding 180 days. It, therefore, appears that the workman who was engaged as a part-time employee for a period not exceeding 180 days by the bank was called for the interview held by the non-applicant bank and was subsequently selected therein. His name finds place at serial No. 68. This aspect could not be denied on behalf of the non-applicant bank that the workman was not selected by way of this selection list.

23. The ld. representative on behalf of the non-applicant has also urged that the candidates up to serial No. 38 were given appointment by the bank and thereafter the list was scrapped and could not be carried out further. But to fortify this submissions, no proof could be brought on the record. It transpires that subsequent to the publication of the selection list in the year 1985, the fresh candidates for subordinate staff were called for the interview by the non-applicant bank and on their selection the list dated 21-11-90 was issued. It has been further stated on behalf of the bank that these candidates have been given appointment by the bank.

24. It follows that the workman was employed by the non-applicant bank who had put in the service for the number of days not exceeding 180 days and who was subsequently called for the interview in pursuance of the settlement dated 3-4-81 which governs both the parties and on his selection, his name was placed at serial No. 68 in the list of year 1985. This list was partly carried out and it is stated that only 38 candidates according to their seniority were absorbed by the bank but no appointments were given to the remaining candidates and the fresh candidates for subordinate staff were selected through the selection list dated 21-11-90.

25. Obviously, the appointments of the candidates in accordance with the selection list dated 21-11-90 was made in clear violation of clause 2(1)(h) of the settlement dated 3-4-81 which says that when the selection list is exhaused, then the fresh selection list for the part-time peons will be prepared as per norms. It further leads to show that the non-applicant establishment without exhauting the list of the year 1985 had prepared a selection list dated 21-11-90 and undisputly the junior candidates who were selected in the year 1990 subsequent to the selection made in the year 1985 were given appointments by the non-applicant bank without affording an opportunity of employment to the workman. Thus, on facts of the case, it is manifest that the non-applicant bank has violated the provision under Section 25-H of the Act by not providing an opportunity of employment to the workman and his termination in question amounts to retrenhment.

26. The ld. representative for the workman in support of his contention on this point has referred to the decision cited in **2001 (90) FLR Rajasthan 744** wherein the Hon'ble Court has observed as below :—

"In Samistha Dube v. City Board, Itawva, the Hon'ble Supreme Court has held that even if the provisions of Section 25 (F) had not been violated and the workman had not completed 240 days in a calendar year/ counting backward from the date of termination and there is a violation of the provisions of Section 25(G) or 25 (h), the termination becomes bad. More so, in Vikaramaditya Pandey v. State of UP, the Apex Court has held that in case of retrenchment termination is found to be bad, the workman becomes entitled to reinstatement and full back wages with continuity of service unless employer satisfied in the labour court that he had gainfully been employed somewhere else. However, in the facts and circumstances of the case, the court can award a lesser amount for back-wages."

27. Thus, the contention canvassed on behalf of the workman is fortified by the judicial ponouncement supra and it becomes sustainable.

28. The ld. representative for the non-applicant has contended that the termination of the workman does not amount to retrenchment since he was employed by the non-applicant bank for a specified term and on specified work and after the expiry of the term, his employment came to an automatic end. His contention is that the case is covered by the provision under Section 2(oo)(bb). The ld. representative for the workman has sought to controvert this submission.

29. At first, it may be noticed that to prove this factum, no documentary evidence e.g. the agreement etc. could be placed on behalf of the non-applicant nor the oral evidence has been led on the point by the non-applicant. Only this contention has been incorporated in the pleadings of the non-applicant.

30. Secondly, the provision under Section 2(oo)(bb) cannot be attracted in the present case inasmuch as the termination of the workman was affected on 10-5-84 while the amended provision of Section 2(oo)(bb) was introduced in the Act on 18-8-84.

31. The ld. representative for the non-applicant in support of his contention has relied upon **1988(73) FJR Kerala 337** which lays down that insertion of clause (bb) in Section 2(oo) w.e.f. 18-8-84 validates the orders of termination invalid under the law before amendment. But the Hon'ble Rajasthan High Court has differed from this view and has considered it not a good law in **1995 (I) LLJ Rajasthan 1186.** The relevant observation made by the Hon'ble Rajasthan High Court is reproduced as below :—

> **"We have carefully gone through the relevant provisions quoted above and the rulings cited at the Bar and have also taken into consideration the reasoning adduced by the learned Single Judge in not following the Kerala decision. In our opinion, the Kerala decision has not correctly appreciated the situation that an order passed in violation of Sec. 25-F of the Industrial Disputes Act, even if passed bona fide, is yet wholly illegal and non-est. A prospective change in law would go to rejuvenate an order which is non-est and void ab inito. Situation would be different if the original order was only irregular or improper and not non-est. An order, which is void or non-est really does not subsist in the eyes of law and has not existence, as such. The Tribunal truely speaking, does not set aside such an order and the order of the Tribunal can at best be considered to be declaratory in nature".**

32. Then the Hon'ble Court has expressed the effect of the amended provision as below :—

> **"This very matter came up before a Division Bench of this Court in Principal, Mayo College v. Labour Court & Banwar Singh (supra), wherein this Court took a definite view that clause (bb) added to Section 2 (oo) by the Act 49 of 1984 was not retrospective and was prospective. In this case, relevant law dealing with principal of interpretation qua 'retrospectivity' of a statute was surveyed and thereafter the faoresaid conclusion was categorically expressed. It is a decision of co-ordinate Bench and is binding on us and we see no good reason to differ from the view taken in the aforesaid decision of this Court."**

33. Thus, in view of the observation made by the Hon'ble Rajasthan High Court in the afore-cited decision, the contention raised on behalf of the non-applicant is negativated. The Id. representative for the non-applicant has also referred to the following decisions on the application of the law contained under Section 25-H of the Act :—**1995 (I) RLR 518; 1995(2) WLN 534 & 1992 (81) FJR Patna 107.**

34. I have carefully gone through these decisions but suffice it to say that their facts are distinguishable from the facts involved in the controversy at hand. Hence, the Id. representative does not find any assistance from these decisions.

35. To conclude, on examination of the aforesaid documents, the workman has been able to prove that his service was retrenched by the non-applicant bank in violation of Section 25-H of the Act and the establishment had adopted the unfair labour practice as defined under Section 2-R(A) on its failure to implement the settlement as defined under the fifth schedule of the Act. Accordingly, points no. VI, VII & VIII are decided infavour of the workman and points no. II & IV are decided against the non-applicant bank.

Point No. IX

36. The Id. representative on behalf of the workman has urged that despite the order dated 10-1-2003 passed by this Court, the non-applicant has not submitted the appointment list of the candidates in pursuance of the selection list of the year 1985 and dated 21-11-90. The Id. representative for the non-applicant in response has submitted that the position was made clear before the Court by the non-applicant through his application dated 10-1-2003.

37. This Court vide its order dated 11-9-2001 had called upon the non-applicant to produce the list of the employees who were appointed by the bank in its different branches at Jaipur city after 20-2-84. In pursuance of this order, on 10-1-2003, the non-applicant submitted an application before the Court stating that the 38 employees out of the selection list of the year 1985 have been given the appointment and 16 persons who are named in the panel dated 21-11-90 have also been appointed by the bank. But the required details of the appointments could not be brought on record before the Court for its inspection.

38. Countering this ground, the Id. representative for the workman, in support of his contention that on account of non-production of these appointment list, an adverse inference may be drawn against the non-applicant, has placed his reliance upon **AIR 1968 SC 1413** and **1994 (69) FLR 1051.**

39. In **AIR 1968 SC 1413,** the Hon'ble Apex Court has held that if a party withholds the best evidence in his possession, which would throw light on the issue in question the Court can draw an adverse inference against him. Similar view has been followed by the Hon'ble Karnataka High Court in **1994 (69) FLR Karnataka 1051.** Thus, the contention put forth on behalf of the workman strengthens his case and the adverse reference is drawn against the non-applicant in not placing before the Court the appointment lists in question.

Point No. I

40. The ld. representative on behalf of the non-applicant has contended that the cause of the workman

has not been espoused by the Union and, therefore, it does not fall within the definition of the industrial dispute as defined under Section 2(K) of the Act. This contention has been opposed on behalf of the workman by stating that the dispute relating to termination under Section 25-H of the Act can even be raised by the individual workman.

41. The submission made by the ld. representative on behalf of the workman appears to be correct since in the instant case, the non-applicant management has violated the provision under Section 25-H of the Act by depriving the individual workman in not affording him an opportunity of employment prior to the appointment of the employees junior to him, which amounts to the retrenchment. Similar disputes were raised by the workmen in their individual capacity in the following decisions which were considered and claims were sustained by the Hon'ble Court in **1997 WLC (4C) Rajasthan 104 & 2001 (90) FLR Rajasthan 744.** Accordingly, the contention advanced on behalf of the non-applicant is devoid of substance and is repelled. This point is decided in favour of the workman and against the non-applicant.

Point No. II

42. The ld. representative for the non-applicant submits that the workman has raised this industrial dispute before the Conciliation Officer in the year 1997 after the lapse of 13 years and, therefore, his claim deserves to be disallowed on this court only. Controverting this argument, the ld. representative for the workman urges that the junior employees to the workman were appointed in the year 1990 and when he came to know this fact, then he agitated this dispute before the Conciliation Officer, which was referred to the CGIT for adjudication. Hence, as per his submission, the delay has been explained by the workman. To strengthen his contention, the ld. representative has drawn my attention towards the decision cited in **2001 (2) LLJ SC 788 and 2002 (3) WLC Rajasthan 656.**

43. In **2001 (2) LLJ SC 788,** the dispute was raised after the lapse of 15 years and the Hon'ble Apex Court has observed that "it is of no consequence that conciliation proceedings were commenced after a long period. But such conciliation proceedings are evidence of the existence of the industrial dispute." Hon'ble the Rajasthan High Court (DB) in its decision cited in **2002 (3) WLC Rajasthan 656** has followed the aforesaid decision rendered by the Hon'ble Apex Court and has noted as below :—

> **"In Sapan Kumar Pandit vs. U.P. State Electricity Board (2001 LLR 900), their Lordships of the Supreme Court had occasion to interpret section 10 of the Industrial Disputes Act, 1947 and it was indicated that the words 'at any time' as used in the section are *prima facie* indicator to a period without boundary. Their Lordships propounded that reference should not have been quashed merely on the ground of delay. Long delay for making the adjudication could be considered by the adjudicating authorities while moulding its relief.**

44. Thus, applying the principle expounded in the afore-cited decisions, in the present case, the delay has been explained on behalf of the workman which can be condoned and solely on this ground that the dispute has been raised after the lapse of a long period, the claim cannot be declined to the workman. Accordingly, this point is also decided in favour of the workman and against the non-applicant.

Point No. V

45. The ld. representative for the workman does not press this point.

46. For the foregoing reasons, the claim of the workman deserves to be allowed. Now, the question which falls for determination is as to from which date the workman is entitled to reinstatement.

47. The legal position on this point cannot be disputed that the reinstatement of the senior workman is to be given effect w.e.f. the dates of his juniors were reinstated in the service. In the case at hand, the non-applicant despite the instruction given to him by the Court has not disclosed the details of the appointment of the selected candidates in pursuance of the list dated 21-11-90. Under these circumstances, it would be expedient if the workman is reinstated in the service w.e.f. the date of publication of the selection list dated 21-11-90, in pursuance there of the junior to him were appointed by the management.

48. On the plea of out of employment since his termination, the workman has not ever submitted his affidavit in evidence in support of his averment. I deem it proper not to grant the back-wages to the workman under the circumstances.

49. To conclude, the reference is answered in affirmative in favour of the workman in the following terms :—

(i) That the action of the management of the non-applicant bank in appointing the junior workmen to the workman is illegal and unjustified and for not producing the selection list, an adverse inference is drawn against the non-applicant management.

(ii) That the workman is entitled to be reinstated in the service w.e.f. the selection list dated 21-11-1990.

(iii) That the workman is not entitled to get the back-wages.

50. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 17 मई, 2004

का०आ० 1360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैन्डर्ड चार्टर्ड ग्रिन्ड लेज बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं० I, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-01/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2004 को प्राप्त हुआ था।

[सं.एल-12025/1/2004-आई०आर० (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 17th May, 2004

S.O. 1360. —In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT -01/2000) of the Central Government Industrial Tribunal/ No. I, Mumbai now as shown in the Annexure, in the Industrial Dispute between the management of Standard Chartered Grindlays Bank and their workmen, which was received by the Central Government on 17-5-2004.

[No. L-12025/1/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1

MUMBAI

PRESENT:

Shri Justice S.C Pandey,
Presiding Officer

APPROVAL APPLICATION NO. CGIT-01/2000

Arising out of Ref. No. CGIT-44 of 1999

PARTIES:

Standard Chartered Grindlays Bank, Mumbai: Applicant

Vs.

Govind Phopale : Opp. Party

APPEARANCES:

For the Management : Mr. Umesh Nabar, Adv.

For the Workman : Mr. P. N. Subramanyan

State : Maharashtra

Mumbai, dated the 29th day of April, 2004

JUDGEMENT

This is an application under section 33(2) (b) of Industrial Disputes Act 1947 (the Act for short) for approval of the order of dismissal from service dated 2-2-2000 passed by the Standard Chartered Grindlays Bank ANZ Grindlays Bank at the time of filing of application; (hereinafter referred to as the Bank) against Govind Phopale (the workman for short).

2. It is not disputed before me that this application lies due to the pendency of CGIT No. 1 of 44 of 1999.

3. This tribunal had passed judgement Part-I dated 10the September, 2003 holding that the enquiry held against the workman setting aside the enquiry held against the workman.

4. The Bank was given an opportunity to lead evidence for proving the charges for showing that the order of dismissal of the workman dated 2-3-2000 is good and valid.

5. The case was fixed for examining the handwriting of workman on the origi[redacted]uments with view to sustain the charges fra[redacted]st of manipulating/ forging petty vouchers [redacted]drawing Rs. 3440/- as per order sheet dated 12-1-1995 Initially, the bank was ready to get the original vouchers examined through the hand writing expert Shri M.S Wagh. This application was allowed as per order dated 23-12-2003. However, the Bank did not produce the original vouchers. On 3-2-2004 again time was sought. On 5-3-2004 it was stated by Counsel for bank that Bank is unable to produce the documents. Thereafter, the case was listed for arguments.

6. The Bank does not want to lead any evidence and therefore, this case was heard.

7. In view of stand taken by the Bank subsequent to passing of judgement dated 10th September 2003, the application for approval is dismissed with costs. The costs of this application is fixed at Rs. 2000/-.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 17 मई, 2004

का०आ० 1361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-61/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2004 को प्राप्त हुआ था।

[सं.एल-12012/268/2000 आई०आर० (बी-I)],

अजय कुमार, डैस्क अधिकारी

New Delhi, the 17th May, 2004

S.O. 1361.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT-61/2000) of the Central Government Industrial Tribunal/ Labour Court, Jaipur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, which was received by the Central Government on 17-5-2004.

[No. L-12012/268/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-61/2000

Reference No. L-12012/268/2000 IR(B-1) dated 17-10-2000

Sh. Hari Prasad,
S/o Sh. Ram Narayan Khangar,
C/o Vice President, All Rajasthan State Bank of Bikaner & Jaipur
Emp. Asson. (Sh. Sharan Lal Gupta)
Shastri Nagar, Dadawadi,
Kota (Raj.)- 3240001.

.....Applicant

VERSUS

The Chief Manager (IR)
State Bank of Bikaner & Jaipur, Head Office,
Tilak Marg,
Jaipur (Raj.)- 302005

.....Non- Applicant

PRESENT:

Presiding Officer	:	Sh. R.C. Sharma
For the applicant	:	Sh. J.L. Shah
For the non-applicants	:	Sh. Anurag Agrawal
Date for Award	:	7-11-2003

AWARD

The Central Government in exercise of the powers conferred under clause D to Sub-section 1 and Sub-section 2 (A) to Section 10 of the Industrial Disputes Act.1947 (for short 'The Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

" Whether the claimant Shri Hari Prasad S/o Shri Ram Narayan Khangar was in continuous service as defined under section 25-B of the I.D.Act in the Tonk branch of State Bank of Bikaner and Jaipur from 1993 to 1999. If yes, to what relief the claimant is entitled and from which date?"

The applicant workman has claimed that he was appointed on 21-11-1984 by the non-applicant management as IVth Class in its branch at Tonk who worked upto June 1999, 588 days in total, with the management. As per his pleadings he worked into two phases with the management shown as below :—

(I) from 21-11-1984 to 2-2-1985.

(II) From 10-9-1993 to 7-6-1999.

But his service was terminated w.e.f. 8-6-1999, who has worked for 247 days in the duration commencing from 16-7-1998 to 7-6-1999. He has further pleaded that the work discharged by him was perennial to the work performed by the regular employees and since he has worked for 247 days in the aforesaid duration his service would be deemed to be continued under section 25 B (2) of the Act. The grievance of the workman is that in violation of the provision under section 25-F of the Act he has been retrenched, and that no seniority list was prepared by the non-applicant management. After his termination the fresh recruitment has been made by the management and Shri Ramphool Gurjar has been cited as a fresh hand recruited by the management, and prior to this appointment no notice for employment under section 25-H of the Act was issued to him. The workman has prayed that he should be reinstated into service w.e.f. 8-6-1999. Resisting the claim the non-applicant in his written statement has *inter-alia* pleaded that as per the circular dated 23-4-1987 of the management all those temporary employees who had rendered the temporary services to the bank were given an opportunity for their appointment and thus the management has followed the provision under section 25-H of the Act so far as it pertains to the workman. It is further alleged that the workman's case falls within the scope of section 2 (oo) (bb) of the Act, that the workman has temporarily worked for a specified period from 21-11-1984 to 20-12-1984, 21-12-1984 to 18-1-1985 and 19-1-1985 to 2-2-1985, in total 74 days with the management and that an appointment-cum-termination letter was given to him wherein it was clarified that on expiry of the term his service would automatically come to end. The non-applicant has specifically denied that the workman had worked from 16-7-1998 to 7-6-1999 with the management. It has been also pleaded that the workman was off and on employed to arrange the record of the bank and to supply drinking water to the employees, for which the wages were paid to him. The non-applicant has denied that Shri Ramphool Gurjar is temporarily working with the bank.

In his rejoinder, the workman has reiterated the facts as stated in the statement of claim.

Both the parties have led the evidence. The workman has filed his affidavit alongwith the affidavit of Shri Mohan Singh, the cashier of SBBJ Tonk. On behalf of the non-applicant the affidavit of MW-1 Shri Sushil Kumar, Manager has been filed. the workman has submitted 27 documents in support his case, whereas the non-applicant has brought on record 10 documents.

I have heard both the parties and have gone through the record.

The ld. counsel for the workman has contended that the workman had worked with the non-applicant management from 21-4-1984 to 2-2-1985 and 10-9-1993 to 7-6-1999 and thus for a total number of 588 days he had worked. His further contention is that in the period commencing from 16-7-1998 to 7-6-1999 he had continuously worked for 247 days and on 7-6-1999 his service was terminated without giving him a valid notice and retrenchment compensation. Therefore, he is entitled to be reinstated into the service since the management has violated the provision under

Section 25 F of the Act. The ld. representative has also contended that the work done by the workman was similar to that of a regular employee. In support of his contention the ld. representative has relied upon the applications of the workman presented before the management for payment of his wages and the cheques issued by the banks. The ld. representative has also referred to the delivery books Ex.W-20 & W-21 which bear the name of the workman. The next contention of the ld. representative is that after the retrenchment, the new recruitment was made by the bank without providing an opportunity of employment to the workman and thus the management has violated the provision under Section 25-H of the Act. The ld. representative has referred to the decisions cited in LLN 1989 (2) Raj. 1011, 1987 Lab IC Guj. 1361 and 1990 LLR Pb. & Har. 513.

Per contra, the ld. representative for the non-applicant submits that the workman was not employed by the management, but the works of bringing the stationary and setting the record were assigned to the workman, who was paid the wages in lieu of the work done by him and he had not completed 240 days with the management. The ld. representative has drawn my attention towards the application submitted by the workman before the management for payments of his wages. Responding to the submission on behalf of the workman that the new appointments have been made after the termination of the workman, the ld. representative submits that the person named Ramphool Gurjar was not appointed by the management as alleged by the workman and the witness MW-2 Mohan Singh examined on behalf of the workman was enemical towards the manager and on this account he has appeared in the witness box. The ld. representative has relied on 2001 (1) Western Law Cases (Raj.) 592 and 2002 (3) Supreme Court Cases 25.

I have bestowed my thougthful consideration to the rival contentions and have gone through the record.

Out of rival contentions the following points for determination emerge out :—

(i) Whether the workman had been in continuous employment of the non-applicant management from 1993 to 1999, (ii) whether the workman has continuously worked over 240 days with the management in the period ranging from 16-7-1998 to 7-6-1999 and his termination tantamounts to retrenchment under Section 25 F of the Act and (iii) whether the management has recruited fresh hand after the termination of the workman in violation of Section 25 H of the Act.

So far as the continuous employment of the workman from 1993 to 1999 is concerned, the terms of the reference poses the said question for consideration, but on behalf of the workman it has been contended that he had worked with the management intermittently, viz. he worked from 21-11-1984 to 2-2-1985 and thereafter from 10-9-1993 to 7-6-1999. Thus ex-facie the workman had not worked with the management continuously from 1993 to 1999.

Now the question which crops up is whether the workman has worked continuously over 240 days with the management in the period of 10-9-1993 to 7-6-1999.

The ld. representative for the workman submits that from 10-9-1993 to 7-6-1999 the workman had worked with the branch of the management at Tonk, but his assertion is that from 16-7-1998 to 7-6-1999 he had continuously worked with the management and thus he had completed 247 days with the management and he was paid the salary for that period. The next point canvassed by him is that he was performing the duties of a IVth class equivalent to the regular employee. In support of this contention the workman has filed the applications made before the management for making the payment in lieu of the work done by him. In this regard the workman has relied upon the Ex-W-1 to W-5 and Ex-W-10 to Ex-W-17 which are the photostat copies of the cheques and the applications. The application Ex-W-2 was submitted by the workman before the management for payment of 21 days' wages and vide Ex-W-2 Rs. 726/- were paid to him. Ex. W-5, W-13 and W-15 are a few applications which were filed by the workman and vide cheques Ex-W-3, W-4, W-11, W-12, W-14, & W-16 the payment of wages was made to him. On the basis of these applications and the payment of wages made to the workman, the ld. representative for the workman has calculated 249 days in total, in which period the workman had continuously worked with the management.

By contrast, the ld. representative has submitted that vide cheque dt. 7-6-1999 the payment of 23 days wages was made to the workman who has not disclosed its related period, and thus, the ld. representative has reckoned 229 working days up to 21-5-1999.

On a consideration of the facts the submission of the ld. representative for the workman does not appear to be convincing since in these applications the applicant has mentioned the working days with breaks, i.e. in Ex-W-2 the workman has sought the payment of the wages for the work done from 12-5-1998 to 13-5-1998, 1-6-1998 to 3-6-1998, 5-6-1998 to 6-6-1998 and 8-6-1998 from 15-6-1998 to 17-6-1998, for 22-6-1998, from 24-6-1998 to 25-6-1998, 30-6-1998 to 1-7-1998, for 3-7-1998, 6-7-1998 and from 13-7-1998 to 14-7-1998. Thus for a total number of 21 days which fall in the months of May to June respectively he has demanded the payment of wages. Such are the other applications which contain the details of the working days with intervals. Thus these factors clearly show that the workman was not working continously in the period in question.

Apart it, the last payment of Rs. 680 as wages in the aforesaid period was made to the workman vide cheque Ex-W-17 dt. 7-6-1999. Prior to it the payment of Rs. 355 was made to the workman vide cheque dt. 25-5-1999. It has been alleged that the workman was terminated on 7-6-1999 and he was paid Rs. 30. as per day wages. When both cheques are considered together, it creates a serious doubt

as to for which period the payment of wages was made to the workman vide cheque Ex-W-17.

The workman could not be able to clarify this anamoly and satisfy the Court that how the amount contained in Ex. W-17. relate to the period in question. Thus, the days computed by the ld. representative for workman do not tally with the amount of wages described in Ex-W-17. Therefore, On the basis of these applications and cheques the workman could not be able to satisfy the Court that he had continuously worked for 240 days in the period in question.

It has also been alleged on behalf of the workman that he was performing the duties of a IVth class and the ld. representative in this regard has relied upon the delivery books Ex-W-20 & W-21 which bear the name of the workman. On this account the ld. representative submits that the workman was distributing the daks of the management. A peep on these documents disclose that both these documents pertained to the year 1997 whereas it has been contended that the workman had worked continuously from 16-7-1998 to 7-6-1999. Thus, these documents do not relate to the period in question.

As against the documentary evidence led by the workman on this point, on behalf of the non-applicant various applications written in workman's own handwriting have been brought on record to establish that specific works were assigned to the workman and he was paid the wages on performing them.

Vide applications Ex-M-3, M-4 & M-5 the applicant had requested the management to provide him the wages for cleaning the house. Similarly, vide applications Ex-M-7, M-8 & M-12 he had requested to make payment for cleaning work and arranging the record in the record room. These documents strengthen the submissions raised on behalf of the non-applicant that certain works were assigned to the workman on contractual basis and the payment of wages was made to him on that account.

The ld. representative for the workman has referred to the decisions cited in the LLN Raj. 1989 (2) 1011 which propounds that to be a workman it is required that the person should be employed to discharge the work in an industry. If this test is fulfilled, a part-time employee will also be a workman as is a full time employee. But, in the instant case the workman could not be able to establish that he had continuously worked for 240 days with the management to derive the benefit of the retrenchment.

The another judicial verdict relied upon by the ld. representative for the workman is 1990 LLR Pb. & Har. 1361 which deals with Section 2 (oo) (bb) and propounds that if the work is continuous then the non-renewal of contract has to be inferred as *malafied*. But in the case in hand, the continuity of the work performed by the workman could not be proved by him. Thus, the ld. representative for the workman does not find any assistance from the aforesaid cases.

Coming to the oral evidence led by the workman on this issue, it cannot be regarded as the cogent evidence. He could not be able to depose as to for how many days in the different years he had worked with the management. He has stated that from the year 1993 to 7-6-1999 he had worked continuously with the management and thereafter improving his version he stated that from January 1998 to 7-6-1999 he had worked continuously with the management. The applications Ex-M-1 to M-16, he has admitted to be in his handwritings, although he has stated that application Ex-M-1 was written by him under the pressure of the manager, yet he has not earlier disclosed this version in his pleadings and thus his version appears to be an after-thought statement, WW-2 Shri Mohan Singh Shekhawat, is the working cashier with the non-applicant bank, who has deposed that the workman was continuously working with the management in the period in question. He had stated that from January, 1998 to 7-6-1999 he had seen the workman working with the management, who was paid Rs. 30 per day as wages. Firstly, this version of the witness that the workman was paid the wages daily, has not been corroborated by the workman himself. Secondly, this witness could not be able to point out as to how many days in total the workman had worked with the management. Thus, his testimony appears to be vague and indefinite and cannot be relied upon.

On the basis of the aforesaid analysis it is concluded that the workman could not be able to establish that he had worked continuously in the period of 16-7-1998 to 7-6-1999 for a period over 240 days and that he was retrenched by the management. Thus, this point is decided against him.

Now I turn to the question of the fresh appointment by the management after the termination of the workman.

The ld. representative for the workman submits that after the termination of the workman one Shri Ramphool Gurjar, a fresh hand, was recruited by the management, who were subsequently disengaged and thereafter another person named as Ramdayal has been employed and that no opportunity of an employment was offered to the workman.

Responding to this submission, the ld. representative for the non-applicant submits that admittedly Ramphool is not in the employment with the management and so far as the appointment of Ramdayal is concerned, there is not pleading on this point.

It is true, that the workman has not pleaded the employment of Shri Ramdayal in his statement of claim and has admitted in his cross-examination that Ramphool is not working in the bank. WW-2 Shri Mohan Singh has also admitted this fact that Ramphool is not working in the bank. Thus, the factum of the fresh appointment by the management after the termination of the workman could not be proved, more so when the workman in his cross-

examination has admitted that in the year 1997 a circular was issued by the bank that the person who had formerly worked with the management can apply for fresh employment in the bank and that he too had applied for the employment. Thus even an opportunity was also provided by the management to the workman for appointment after his disengagement.

For the forgoing reasons, the reference is answered in the negative against the workman and in favour of the non-applicant and it is held that the workman Shri Hari Prasad was not in continuous service with the Tonk branch of the management from 1993 to 1999 and that his claim is liable to be rejected.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 17 मई, 2004

का०आ० 1362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-जे-47/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2004 को प्राप्त हुआ था।

[सं.एल-12012/128/99-आई०आर० (बी- I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 17th May, 2004

S.O. 1362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT-J-47/1999) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, which was received by the Central Government on 17-05-2004.

[No. L-I2012/128/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JAIPUR

Case No. CGIT-J-47/1999

Reference No. L-12012/128/99-IR(B-I)

Sh. Lala Ram Meena,
S/o Sh. Hanuman Sahai Meena,
R/o Gidhani Ki Dhani, Tah. Amer,
Distt. Jaipur-302001. ..... Applicant

Versus

The Chief Manager (F&A),
State Bank of Bikaner & Jaipur,
Head Office Tilak Marg,
Post Box No. 154,
Jaipur (Raj.)-302001. .....Non-applicant

Present

Presiding Officer **Sh. R.C. Sharma**

For the applicant : Shri Jugal Kishor Aggarwal

For the non-applicants : Sh. Anurag Aggarwal

Date of award : 22-03-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-section I and Sub-section 2(A) to Section 10 of the Industrial Disputes Act, 1947 (for short, the Act) has referred the following industrial disputes for adjudication to this Tribunal which was received on 17-8-99 and which runs as under :—

> "Whether the claim of Shri Lala Ram Meena that he had worked the State Bank of Bikener and Jaipur from September 1995 to April, 1998 is correct? If so, whether he is entitled for regular appointment with the Bank? If so, what other relief he is entitled to?"

2. The workman in his statement of claim has pleaded that he was appointed as 4th class employee in the month of September, 95 by the non-applicant management who uninterruptedly worked up to April, 98 in the various branches of the non-applicant management. As per his claim, the salary was paid to him under the fictitious names of other employees and the non-applicant management practised the unfair labour practice towards him. When after the lapse of one year he was not confirmed, he represented before the non-applicant management which irked the higher authorities and in the month of April, 98, they declined to take him on duty. The workman has further pleaded that he had worked over 240 days in a calender year, whose service was terminated in violation of Section 25-F of the Act. It is also stated that at the time of his termination, the junior employees to him were retained by the non-applicant management and thus the management has violated the provisions under Sections 25-G and 25-H of the Act. He has prayed that the termination order be quashed and he may be reinstated in the service with the consequential benefits.

3. The non-applicant, resisting the claim in his reply, has stated that the workman was employed on contractual basis who was paid the stipulated amount and his case is governed under Section 2(00)(bb) of the Act. He has categorically denied that he had ever worked for more than 240 days and has further declined that the managemnt has violated athe provisions under Sections 25-F and 25-G of the Act. He has further pleaded that a person can only be appointed in a bank by following the prescribed procedure for recruitment and that the workman was not appointed by adopting this prescribed procedure.

4. In the rejoinder, the workman while reiterating his stand adopted in the statement of claim has pointed out that Section 2(00)(bb) of the Act is not applicable in the present case and the provisions under Section 25-F, 25-G and 25-H govern the instant dispute.

5. On behalf of the workman, his affidavit has been filed, who was cross-examined on behalf of the non-applicant. On behalf of the non-applicant, the affidavit of Sh. Visunu Narayan Mathur, the Chief Manager was submitted who was cross-examined on behalf of the workman.

6. At the stage of the final hearing of the case on 23-11-2001, the following corrigendum from the Central Government was received by this office which is as follows :—

"Whether the claim of Shri Lala Ram Meena that he had worked with the State Bank of Bikaner & Jaipur from September, 1995 to April, 1998 is correct?"

7. Consequent upon the amendment in the reference, the workman submitted his amended statement of claim wherein he has reiterated all the pleas as have been incorporated in his previous statement of claim. Adding to it, he has pleaded that after his termination from the service, the management had recruited the new hands without providing him an opportunity of employment in violation of Section 25-H of the Act.

8. The non-applicant, in response to the amended statement of claim did not choose to file the amended written statement and has relied upon his previous written statement.

9. The workman, in the additional evidence, has placed on record his affidavit, who was cross-examined on behalf of the non-applicant. The non-applicant did not lead any additional evidence in support of his case.

10. The workman has filed as many as 19 Documents in support of his case whereas the non-applicant has brought on record as many as 14 Documents on record.

11. I have heard both the parties and have gone through the record.

12. The following points emerge out for determination :—

(I) Whether the service of the workman was terminated in violation of Section 25-F of the Act, who had completed over 240 days of service with the management?

(II) Whether at the time of his termination, junior employees to him were retained by the management in violation of Section 25-G of the Act?

(III) Whether after the termination of the service of the workman, the fresh hands were recruited by the management without affording any opportunity of employment to the workman in violation of Section-25-H of the Act?

13. The point-wise discussion runs as under :—

POINT NO. I

14. The ld. representative on behalf of the workman contends that the workman has continuously worked from September, 95 to April, 98 and the non-applicant has not even filed its amended written statement in pursuance of the amended reference which goes to establish that the non-applicant has admitted that the workman had continuously worked with the management. The ld. representative further submits that the non-applicant has not ever placed before this Court the attendance register which was within the possession of the non-applicant who has not placed it deliberately before the Court. His next contention is that the non-applicant has even admitted that the applicant was a casual worker who also happens to be the part-time employee of the management. According to the ld. representative, the service of the workman was terminated in violation of Section 25-F and 25-N of the Act.

15. Contrary to it, ld. representative on behalf of the non-applicant contends that due to certain contigencies, the work was taken from the workman as a casual worker, who had not even completed 240 days and admittedly, the payment of the wages were made to the workman through the bankers cheque. His further contention is that Ex. M-1 to M-13 are the applications submitted by the workman him self before the management for payment of his wages, wherein he has assigned the temporary nature of the work done by him. The ld. representative has emphatically denied that the attendance register of such wager was maintained by the management. He has further disclosed that the chart Ex. M-14 is the statement of the work rendered by the workman on contractual basis.

16. So far as the employment of the workman by the management is concerned, the stand adopted by the workman is that he was appointed as the 4th Class employee, whereas on behalf of the non-aplicant, it has been refuted and it is contended that he was a casual worker and only in the contingencies, the work was taken from him for which he was paid the wages through the bankers cheque.

17. On behalf of the workman, bankers cheque Ex. W-1 to W-15 have been filed whereby the payment was made to him. On the basis of these documents, it has been contended on behalf of the workman that he was continuously working with the management. But these cheques do not indicate the term of employment of the workman. They simply denote that the payment of wages was made to him.

18. It has been further contended that the workman has rendered over 240 days work with the management and he has specifically stated in his claim before the

Conciliation Officer that he worked from September, 95 to April, 98 which could not be denied on behalf of the non-applicant in his reply filed before the Conciliation Officer. In this context, the ld. representative for the workman places his reliance upon the reply Ex. W-16 filed by the non-applicant during the conciliation proceedings.

19. I have carefully gone through the reply and suffice it to state that the non-applicant has categorically denied the claim of the workman that he had worked over 240 days with the management and has specifically stated that he was a casual worker and in the contingencies, the work was taken from him. Hence, this submission made on behalf of the workman is not tenable.

20. On behalf of the management, Ex. M-1 to M-13, which are the applications written by the workman himself, were filed in support of its case that the workman was employed as casual worker. In these applications, the workman after assigning the specific days and the job has prayed to the management for payment of his wages. Most of these applications deal with the work rendered by the workman in the record office for setting the record or for carrying the weeded record bags from upstairs to the downstairs. Thus, in view of these applications, which could not be rebutted on behalf of the workman, it appears that the workman was not employed as a 4th Class employee but he was working as a casual worker and he had received the payment of wages for the work performed by him.

21. Ex. M-14 is the statement of the work performed by the workman which incorporates the number of days, specific period in which the work was performed by him and the specific amount which was received by the workman as wages. It further goes to establish that the workman had neither continuously worked in the disputed period with the management not he had worked for more than 240 days.

22. On behalf of the workman, the ld. representative too has contended that the workman has continuously worked from September, 95 to April, 98 and, therefore, he is entitled to get the benefit under Section 25-b(1) of the Act. In support of his contention, the ld. representative has submitted before this Tribunal the photostat copy of the unreportable judgment dated 10-10-81 delivered by the Hon'ble Rajasthan High Court, Jaipur bench in the case of **M/s B. R. Oil Mills, Bharatpur Vs. B. R. Oil Mills Mazdoor Union, Bharatpur & Anr.** A persual of the facts of this judgment shows that both the employees were found to be in continuous service of two years or three years with the management. But in the instant case, as stated supra, it could not be proved on behalf of the workman that he had continuously worked for the period in question, Hence, the judgment referred to by the ld. representative does not assist him. The ld. representative has also contended that the attendance register which was in the possession of the management was not produced by it. Hence, it should be presumed that the workman was working with the management. In support of his contention, he has referred to the judgments cited in **AIR 1968 SC 1413** and **1997 (I) SLR Punjab & Haryana 786.**

23. In **AIR 1968 SC 1413,** the appellant had admitted that he had got the record of the Dargah income and that account was kept separately, but it was not produced by him. Under these circumstances, the Hon'ble Apex Court has observed that **"even if the burden of proof does not lie on a party, the Court may draw an adverse inference if he withholds important documents in his possession which can throw light on the facts at issue."**

24. In **1997 (I) SLR Punjab & Haryana 786,** the facts that the petitioner firm had already adopted unfair means by not maintaining the proper and due records in its business dealings and on facts, it was considered by the Labour Court that there existed a relationship of master and servant between the parties.

25. But in the instant case, on facts, it is established that the workman was engaged as a casual worker by the management and that his attendance was not required to be marked in the attendance register under the these circumstance and it could not be shown on behalf of the workman that he was employed as the 4th Class employee by the management. Therefore, the facts of both the referred cases are entirely distingusihable from the facts involved in the instance case and as such, these are not applicable to the present case.

26. Then the ld. representative for the workman while replying on **2001 WLC (UC) 607** and **2002 (7) SLR Punjab & Haryana 555** has contended that the adverse inference should be drawn for not producing the attendance register before the Court by the non-applicant.

27. As discussed above, it would not be establish on behalf of the workman that the attendance register of the casual workers was maintained by the non-applicant management. Hence, this contention canvassed on behalf of the workman does not survive and the referred judgments are not applicable to the present case.

28. The ld. representative on behalf of the workman has also taken a stand that the management has violated the provision under Section 25-N of the Act. The ld. representative for the non-applicant has tried to controvert this argument by stating that the application of Section 25-N can only be attracted when it is shown that not less than 100 workmen were employed on an average per working day for the preceding 12 months by the management. The ld. representative has further categorically denied that the Finance and Treasury Branch of the management had no such number of workmen with it during the period in question. The contention advanced on behalf of the non-applicant appears to be correct and even this plea has not been specifically incorporated in the pleadings on behalf of the workman that the branch in which he was employed had a number of 100 workmen who

were employed on an average per working day for the preceding 12 months. Hence, this plea appears to be afterthought and is not maintainable.

29. So far as the oral evidence led by both the parties is concerned, on a persual of the deposition of the workman, it appears to be vague in nature. In his cross-examination dated 25-9-2000, the workman could not be able to point out the date on which he was employed by the management, that he has admitted that initially he was paid Rs. 40 per day as wages which was subsequently increased to the tune of Rs. 50 per day, that he has received the payment of wages through the bankers cheque from the management and that he has received the payment in his own name. He even could not point out for how many days in total he has worked with the management and has admitted that he had not applied to the bank for his appointment. Similarly, in his additional evidence, in the cross-examination which was conducted on 16-12-2002, he has admitted his signatures on the applications Ex. M-1, M-3 to M-13 and has further admitted that these applications are in his own handwriting. He has denied that he was paid the wages by the bank under the fictitious names of other employees and could not be able to point out as to how many days he had worked in the year 1997-98. Although he has simply stated that he had worked for 240 days, yet he was unable to point out as to how many days he performed the work in a particular year. Thus, the testimony of this witness appears to be indefinite and untrustworthy and no reliance can be placed upon such testimony.

30. On the basis of the conclusion arrived at under this point, it is answered against the workman.

POINT NO. II

31. It has been contended on behalf of the workman that at the time of the termination of the workman, junior employees to him were retained by the management in violation of Section 25-G of the Act. On behalf of the non-applicant, this contention has been sought to be controverted.

32. In the cross-examination of the workman dated 25-9-2000, the workman has shown his inability to disclose the names of the junior employees who were working at the time of his termination. The similar answer springs out of his cross-examination conducted on 16-12-2002. Apart it, no names of such juniors have been disclosed in the statement of claim on behalf of the workman. Hence, the workman could not be able to establish that at the time of his termination, junior employees to him were retained by the management in violation of Section 25-G of the Act. Accordingly, this point is negatively answered against the workman.

POINT NO. III

33. So far as the appointment of fresh hands by the management without affording the opportunity of employment to him is concerned, although at para 9 of the amended statement of claim, the workman has incorporated this plea that after his termination, the new appointments were made by the management wiothout giving a proper opportunity to him, yet no names of such employees could be disclosed by him in his pleadings.

34. At para 7 of the additional affidavit dated 11-11-2002, the workman has stated that after his termination the fresh hands were recruited by the management; but even in this affidavit, the names of such employees could not be disclosed by him. Therefore, obviously, the stand adopted on behalf of the workman is vague and it could not be proved by adducing the cogent evidence on behalf of the workman. Consequently, this point is also answered against the workman.

35. For the foregoing reasons, the reference is answered in the negative against the workman. and in favour of the management and it is held that the claim presented by the workman does not deserve to be allowed and is dismissed accordingly. The award is passed in the aforesaid terms.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 19 मई, 2004

का०आ० 1363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय एरनाकुलम के पंचाट (संदर्भ संख्या 4/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2004 को प्राप्त हुआ था।

[सं. एल-12012/328/94-आई०आर० (बी- II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/ 1995) of the Labout Court, Eranakulam as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on I3-5-2004.

[No. L-12012/328/94-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERANAKUM

(IN THE LABOUR COURT, ERANAKULAM)

(Tuesday the 10th day of February, 2004)

PRESENT:

Smt. N. Thulasi Bai, B. A. L.L.B., Presiding Officer

Industrial Dispute No. 4 of 1995 (Central)

BETWEEN:

The Deputy General Manager, Canara Bank, Circle Office, Trivandrum.

AND

The workman of the above union represented by the Assistant Secretary, Canara Bank Staff Union, Kerala Regional Committee. Paramara Building, Kochi-18.

REPRESENTATIONS:

Sri. M. C. Sen,
Advocate,
Eranakulam. ... For Management

Sri. A. Jayasankar,
Advocate,
Eranakulam. ... For Union

AWARD

This reference was made by Government of India as per letter No. L-12012/328/94-IR (B. II) dated 20-2-1995. The dispute is between the management of Canara Bank, Trivandrum and their workman Sri. Mani Thomas, Clerk. The dispute referred is :

> "Whether the action of the management of Canara Bank, Trivandrum in imposing the penality of stoppage of one increment for a period of two years with cummulative effect on Shri. mani Thomas, Clerk vide their order dated 29-9-93 is legal and justified? If not, what relief is the said workman entitled to?"

In the reference the workman is represented by the Assistant Secretary, Canara Bank Staff Union.

2. On receipt of notices issued from this court the union and management appeared through counsel.

3. The union filed a claim statement raising the following claims :— Sri Mani Thomas while working as a peon at Banerji Road Branch of the Management Bank was charge sheeted on 30-5-89. 3 charges were alleged against him. It was alleged that consequent to his transfer from account section, Ernakulam to Banerji Road, Ernakulam, his over Draft account was also transferred to that branch and since overdraft limit of the workman expired the bank took steps for the renewal of the same. On 18-3-1989 the Manager handed over the requisite loan documents for renewal of limits and advised the workman to sign the same by affixing the required value of Revenue stamp, the workman refused to sign and threw the loan papers on the table of the Manager and shouted and abused the Manager in Malayalam in front of customers and staff members which disrupted the smooth working of the branch. The second charge was that on 27-3-1989 the Manager advised Sri Mani Thomas about the use of the office phone and then the workman got wild and uttered abusive works in Malayalam. The third charge was that on 28-9-1989 the workman ignored the bell of the manager calling him and shouted loudly abusing the senior manager when questioned by the later. An enquiry was ordered to be conducted through Sri Simion Dodsingh. According to the union he adopted a partisan attitude towards the management thereby the enquiry was violative of the principles of natural justice and fairness. The enquiry officer found the workman guilty of charges 1 & 3. The findings of the enquiry officer are perverse and liable to be reversed. The management accepted the enquiry report and inflicted the punishment of stoppage of one increment for 2 years with cumulative effect. Though the workman preferred an appeal before the Appellate Authority it ended in dismissal. So the union raised the present dispute to redress the grievance of the workman. The charges were concoted and evidence was fabricated in order to victimise the workman. The entire disciplinary action is vitiated by malafides and liable to be quashed. The domestic enquiry was eye-wash and the findings of the enquiry officer are merely surmises and conjectures. The punishment of stoppage of increment with cumulative effect is highly excessive and disproportionate to the charges levelled against him. So the union prays for setting aside the punishment imposed on the workman.

4. Management filed a written statement raising the following contentions :— The workman Sri Mani Thomas was working as a Peon at the Banerji Road branch of the management bank since 27-2-1989. Prior to that he was working at accounts section, Ernakulam. Consequent to the transfer of the workman the O.D. account was also transferred to the new branch. As his O.D. account limit expired the later branch took steps to renew the same. On 18-3-1989 at around 2 P.M. Sri T. N. Sundaran, Manager handed over the requisite loan documents to the workman and advised him to sign the same by affixing the required value of revenue stamp. But he refused to sign and threw the loan papers on the table of the manager and abused him in Malayalam in front of the customers and staff members by which the smooth working of the branch was disrupted. The above action of the workman is a misconduct under chapter XI regulation 3 clause (k) of Canara Bank service code. It is also a misconduct under chapter XI Regulation 3 (d) and (m) of the same service code. On 27-3-89 during the morning hours Banerji Road branch was expecting some important calls from Bangalore and Madras at around 10.45 A.M. By that time the Senior Manager noticed the workman talking over the telephone for more than 15 minutes. After he finishing the talking the Senior Manager called him and appraised the consequence of using the office telephone for such a long duration. Then the workman suddenly got violent and uttered abusive words in Malayalam. The above action of the workman is a misconduct under chapter XI regulation 3 (K) and 3 (m) of the Canara Bank Service Code. On 26-3-1989 of around 10.30 A.M. the senior Manager had to hand over some urgent paper to the manager sitting in the first floor. The workman was standing very near to the senior manager's cabin. Though the senior manager pressed the calling bell the worker did not go inside in response to the calling bell. When the senior manager asked the workman about his action and then also the worker suddenly got violent and shouted at the Senior Manager. The above action of the worker is a misconduct within the meaning of Chapter XI Regulation 3 (k), (d) and 3 (m) of Canara Bank Service Code. A charge sheet was issued to the workman in respect of the above 3 charges for which the workman did not submit any reply. So an enquiry was ordered through an enquiry officer by following the principles of

natural justice. Sufficient opportunity was given to the workman to participate in the enquiry through a union leader. On completing the enquiry the enquiry officer found the workman guilty of charges 1 and 3. Copy of enquiry report was forwarded to the workman providing second chance of hearing on the enquiry report. The disciplinary authority after considering the enquiry report and submissions made by the workman proposed the punishment of stoppage of increment for a period of 4 years with cumulative effect. On the proposed punishment the workman was again heard and considering his submissions and the entire circumstances reduced the punishment of stoppage of increment for a period of 2 years with cumulative effect. Though an appeal was filed by the workman the appellate authority did not interfere with the findings of the disciplinary authority thereby dismissed the appeal. The enquiry officer conducted the enquiry strictly following the principles of natural justice and the findings of the enquiry officer are based on evidence on record. The workman was provided all opportunities to defend his case through a defence representative. He fully participated in the enquiry by cross examining the management witnesses and examining witnesses of his own. The punishment imposed is proportionate to the misconduct proved. So the management prays for passing an award rejecting the claim of the union. Section is sought for by the management for adducing fresh evidence if the enquiry is found as vitiated on any ground.

5. Since the action of the management against the workman was pursuant to a domestic enquiry, the propriety of the enquiry has to be considered at the first instance. In that respect the enquiry officer was examined as MW1 and Exts. M1 to M3 which are the proceedings of the enquiry report and the file containing the list of documents, documents and the deposition of witnesses were marked. No oral or documentary evidence was adduced from the unions' side.

6. Thus the points arise for determination are :

1. Whether the enquiry conducted through MW 1 is valid and proper?
2. Whether the findings of the enquiry officer are based on evidence on record?
3. Whether the action of the management in imposing the punishment of stoppage of one increment for a period of 2 years with cumulative effect on the workman as per order dated 29-9-1993 is legal and justifiable?
4. The relief, if any, due to the workman?

7. **Points 1 & 2 :—** According to the union enquiry conducted through MW1 is not valid and proper since the enquiry officer was partisan to the management and as the enquiry was conducted in violation of the principles of natural justice. It is also alleged that the findings of the enquiry officer are prayers and liable to be reversed on the face of the evidence. But there is no specific allegation in the claim statement about the partiality of the enquiry officer and no specific instances which shows violation of the principles of natural justice. According to the management the enquiry conducted through MW1 is valid and proper and the findings of the enquiry officer are based on evidence on record since the enquiry officer followed the principles of natural justice by giving sufficient opportunities to the workman to participate in the enquiry through a union leader. It is further explained that the workman participated in the enquiry through the union leader by cross examining the management witnesses and by examining 5 witnesses. The workman himself had given evidence as DW6. 7 witnesses were examined from the management's side and 14 documents were marked. On closing the evidence both sides were heard and the enquiry officer on analysing the evidence adduced from both sides and the submissions made by both sides arrived at the conclusion that charges 1 & 3 stand proved against the worker. Copy of the enquiry report was sent to the worker by providing chance to make submissions on the findings in the enquiry report and accordingly the workmen made submissions in that respect. The disciplinary authority then considering the enquiry report and the submission made by the workman proposed the punishment of barring of 4 increments with cumulative effect and second notice was issued to the worker in respect of the proposed punishment. Then the worker made submissions against the proposed punishment and considering the submission proposed punishment was reduced to barring of 2 increments with cumulative effect. Thus the question to be determined at present is that whether the enquiry conducted through MW1 is valid and proper.

8. While considering the above aspect it is noticeable that the workman participated in the enquiry through out though a union leader. He cross examined the 7 witnesses examined from the management's side and examining 5 witnesses from the worker's side and the workman himself giving evidence as DW6. 14 documents were marked from the management's side in the presence of the workman and his representative. Whenever objections were raised in respect of any aspect during the course of enquiry the same were determined then and there after hearing both sides and reasonable orders are seen passed by the enquiry officer. The workman himself has no case that natural justice has not been complied with in the matter of conduct of enquiry as sufficient and fair opportunities were provided to the worker. At the first instance the objection was raised by the defence representative that the charge sheet framed under service code which is not applicable to the workman is not in order. Another objection raised by the defence representative that no presenting officer was appointed by the management in the enquiry also is not correct. The above objections were over ruled by the enquiry officer which is recorded in the proceedings of enquiry dated 6-8-1989. The request made by the worker to fix the enquiry at Ernakulam on health ground was rejected by the enquiry officer on reasonable grounds which also is available in the proceedings dated 6-8-1989. Thus on going through the enquiry proceedings it is clear that proper and sufficient opportunities were given to the worker to participate in the enquiry through defence representative. Accordingly the workman participated also thereby the

principles of natural justice has been complied with in the matter of enquiry. So it can be found that the enquiry conducted through MW1 is valid and proper.

9. Then the remaining question to be determined is that whether the findings of enquiry officer are based on evidence on record. The charges levelled against the workman were that on 18-3-1989 the Manager handed over the loan documents in respect of O.D. Account of the workman for renewal since the time limit of the same was expired and advised the workman to sign the same by affixing required value of revenue stamp. Then the workman refused to sign and threw the loan papers on the table of the Manager and shouted and abused the Manager in the presence of the customers and staff members. The second charge was that on 27-3-1989 when the workman used the official Telephones for long duration during the morning hours when the bank was waiting for some official calls from outside the state and so the Manager advised the workman about the use of official telephone for such long duration and then the worker suddenly got violent and uttered abusive words to the Manager. The 3rd charge was that on 28-3-1989 though the workman heard he calling bell of the Manager he did not care to respond to the same and when he was asked about it he shouted and abused the Senior Manager. As referred earlier the enquiry was conducted through MW1 in respect of the above charges who found the workman guilty of charges 1 & 3. The allegation of the worker is that the charges were concocted and evidence was fabricated in order to victimise the workman since he engaged in union activities. To prove the affecting views in the enquiry the management adduced oral evidence of MWs 1 to 7 and Exts. M1 to M14 and the worker had adduced oral evidence of DWs 1 to 6 including that of the worker himself. On analysing the above evidence the enquiry officer found the worker guilty of the charges 1 & 3. Ext. M7 in the enquiry report was sent by the Senior Manager of the branch about the incident occurred on 18-3-89. It is not disputed that the workman was recently transferred to the Banerji Road branch of the management bank from accounts section Ernakulam and the limit of his O.D. Account was already expired and it had to be renewed without delay and the branch was taking steps for the renewal. For the purpose the loan document should be signed by the workman. It is seen brought out in evidence that or requests were made to the worker to sign the documents which were prepared as early on 9-3-1989. The worker was on leave from 13-3-89 to 17-3-89 and rejoinded on 18-3-89. So the request for execution of the loan papers was repeated and Sri T. N. Sundaram, the then Manager of the branch asked the workman at about 1.45 P.M. to execute the loan papers and the loan papers were handed over to him for that purpose which was not complied to by the worker and the allegation is that he shouted at the manager and abused him in the presence of customers and staff members. The above said Sundaram was examined as MW1 in the enquiry. He deposed in strict conformity with the allegations raised against the workman. The other witnesses examined from the managements' side also supported the charges levelled against the workman. The only aspect raised by the worker is that he was purposely implicated in the allegations since he is a upcoming leader of a trade union comig from the subordinate cadre. But it cannot be disputed that all the staff members of the bank are members, office bearers etc. of any of the trade unions of the bank and so that it will not prompt superior officers to take false actions against them. On going through the enquiry report and the evidence adduced in the enquiry from both sides it can be found that the enquiry officer had arrived at conclusions and findings basing on the evidence before him. Thus it can be found that the enquiry is valid and proper and the findings of the enquiry officer are based on evidence on record. Points are answered accordingly.

10. **Points 3 & 4** :— Under points 1 & 2 I have already found that the enquiry conducted through MW1 is valid and proper and the findings of the enquiry officer are based on evidence on record. The disciplinary authority accepting the enquiry report imposed the punishment of barring of one increment for a period of 2 years with cumulative effect. Basing on the enquiry report, the disciplinary authority at first proposed the punishment of stoppage of increment for a period of 4 years with cumulative effect which was subsequently reduced basing on the personnel hearing made by the workman. The punishment imposed was upheld by the Appellate Authority. As far as this court is concerned since the punishment imposed is not one of discharge or dismissal there is no scope for any interference by this court by invoking Section 11A of the Industrial Disputes Act thereby the workman is not entitled to get any relief as per the reference. Points are answered accordingly.

In the result, an award is passed finding that the action of the management of Canara Bank, Trivandrum in imposing the penalty of stoppage of one increment for a period of 2 years with cumulative effect on Sri Mani Thomas, Clerk, the workman involved in the present case as per order dated 29-9-93 is legal and justified thereby the workman is not entitled to get any relief as per the reference.

This award will take effect one month after its publication in the Official Gazette.

(Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 10th day of February, 2004.)

Ernakulam N. THULASI BAI, Presiding Officer

APPENDIX

Witness examined on the side of the Management :—

MW1 - Sri L. Simon Deo Singh.

Witness Examined on the side of the workman:— Nil

Exhibits marked on the side of Management :—

Ext. M1 - Enquiry proceedings.

Ext. M2 - Photo copy of findings of the enquiry officer.

Ext. M3 - File containing list of documents and depositions of witnesses and documents.

Exhibits marked on the side of the workman :— Nil

नई दिल्ली, 19 मई, 2004

का.आ. 1364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोरमु गांव पत्तन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1 के पंचाट (संदर्भ संख्या 42/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2004 को प्राप्त हुआ था।

[सं. एल-36012/1/2000-आई.आर. (एम)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai-I now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on 17-05-2004.

[No. L-36012/1/2000-IR (M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT

Shri Justice S.C. Pandey, Presiding Officer

Reference No. CGIT-42/2000

PARTIES : Employers in relation to the management of Mormugao Port Trust

AND

M. W. Workers Union

APPEARANCES :

For the Management: Mr. M. B. Anchan, Adv.

For the Union : Mr. Lakharkar, Adv.

State : Maharashtra

Mumbai, dated the 29th day of April, 2004

AWARD

This is a reference made by Central Government in exercise of its power under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act 1947 (the Act for short) for adjudicating upon the industrial dispute (the workman for short) between Lalji R. Yadav, Gang worker No. 21-F and Marmugao Port Trust (the employer for short) which retired him form service with effect from 31-5-2000. The terms of reference are as follows :

"Whether the action of the management of Mormugao Port Trust (Cargo Handling Labour Department), Goa proposing to retire Sh. Lalji R. Yadav, Gang Worker No. 21-F from the service w.e.f. 31st May 2000 is legal and justified? If not, to what relief the workman is entitled for?"

The workman in his statement of claim stated as follows : He was registered as a Gang worker on or about 24-4-1965 by Mormugao Dock Labour Board an association of stevedores. He was required to put his thumb mark on the registration form which was in English. He was not told that at time of registration that his age was recorded as 25 in Registration form. According to his school leaving certificate dated 14-5-99 his date of birth was 6-1-1947. Therefore he was retired much below the age of 60 years on 31-5-2000. It was alleged that Murmogao Dock Labour Board merged into Murmugao Port Trust as per settlement dated 4-2-1998. not 1-4-1998. Since the entry was incorrect and therefore a dispute was raised that by Union on behalf of the workman. It was disputed that Mormugao Port Employees (superannuation and age of retirement) Regulations 1974 (the Regulation for short) applied to the workman for the reason he was not the employee of employer from the very beginning. It was stated two workman i.e. Bind Srikant Sompthi and J. Pal had got their date of birth corrected after 17 years. It was alleged that workman became the employee of the employer from 1-4-98. Therefore the school certificate submitted by the workman should have been accepted.

3. The employer stated that reference is bad. Strangely, it was pleaded that workman had not raised the dispute before retirement. It was stated initial date of retirement of workman was 31-5-1998. Subsequently, it became to be 31-5-2000 because the age of retirement was raised by two years from 58 years to 60. It was submitted that workman had raised the question of his age by representation dated 22-6-99. The representation was rejected by letter dated 2-7-1999. The industrial dispute was raised by the workman on 19-8-99. The workman was made to retired on 31-5-2000. The reference order is dated 18-8-2000. It was further submitted that workman was retired w.e.f. 31-5-2000 on the basis of the entry in Registration form on 1-5-1965. The demand of the workman was an after thought because he had already stated his age to 25 without furnishing any proof. It was accepted by Mormugao Dock Labour Board. The employer relied upon the Regulations for stating that declaration made by the workman had become final. It was alleged that workman was employed with the Board since 1963. His declaration was made in 1965. It was submitted that the workman would not reach 10 years on the date of his appointment in accordance with the school certificate submitted by him. It was submitted that school certificate dated 14-5-99 was in respect of 5th class. The workman could not get certificate of 5th class. The workman could not get certificate of 5th Class in three years study. He could not

have passed 5th standard in three academic years. Therefore, the certificate was made liable to be rejected.

4. The workman examined himself on affidavit in support of his case and closed his case after cross examination. Shri G. P. Naik as its witness on affidavit. The was cross examined. The employer closed its case.

5. This tribunal finds no merit in the contention that this tribunal had no jurisdiction to decide the dispute. The age of superannuation was raised to 60 years. The workman was retired by employer on 31-5-2000. Therefore, after raising the dispute and failure of conciliation retirement of workman shall take away the jurisdiction of the tribunal. At time of raising dispute, it was proposed to retire the workman. The retirement of workman by itself does not end the dispute as the workman that he is entitled to remain in service till 2007.

6. The workman stated in his evidence that he was appointed in the year 1965. On the other hand Girish Naik stated in his affidavit that the workman was appointed by the Mormugao Dock Labour Board in the year 1963. Girish P. Naik was not in service of the employer therefore, he could not know personally if the workman was appointed in the year 1963. Girish Naik has not filed any documentary evidence in support of his claim. The evidence of wokman is accepted because the mangement itself has produced the Registration Form No. 1218. It bears the date as 24-5-1965. Therefore at the time of joining the Dock Labour Board the workman was aged 18 years and not 16 years as per certificate submitted by him. There is no evidence led to rebut the claim of the workman that he was not told that by age, was shown as 25 years. The workman's version is accepted .The next question is that workman was required to raise a dispute in the year 1982.The witness for the employer admitted that he could not say if the workman was individually informed regarding the fact that his date of retirement shall be fixed on the basis of his declaration in the year 1965. It is therefore, held that no notice was served on the workman. This witness could not say about the affixture of general notice on the Board personally as he was not employed by the Mormugao Dock workers Employers Board. There is no evidence to support the case of the Board. Therefore, the workman's evidence is accepted that he was not made aware that he was required to make representation regarding the date of his birth. It is not disputed that workman had made his representation on 22-6-99 when he was still in service. His representation was rejected on 2-7-99. We required to find out if the order of rejection was good and valid. It is apparent that the Regulation would not be operative in case of the workman from 1965. He was not employee of trust. Moreover, the Regulations of 1974 were not in force in 1965. It is also clear from order date 2-7-99 that reprersentaton of the workman was rejected on the ground that according to Govt. rules, the employee should change the date of his birth within five years of his recruitment. Therefore, the representation dated 22-6-99 was rejected. In this case the claim was made within five years of date the workman joined the Trust. In the opinion of this tribunal that there was no rejection of claim of the workman on merits. He was not given any opportunity to prove his assertion his date of birth was 6-1-1947. In fact the regulations would not apply as the workman had joined in the year 1965 the services of Mormugao Dock Labour Board and at that time he was not employee of the employer Mormugao Trust. Even if we assume that workman should have raised the dispute within five years of entering into the service of employer he had done so because he would be deemed in the service of the employer from 1-4-1998.

7. At time the industrial dispute was raised the workman was in service. The workman was seeking an opportunity to prove that his retiral age be determined on the basis of his representation which was based on the school certificate dated 14-5-1999. The employer has not determined the dispute on wrong notion that dispute could not be decided therefore, this tribunal gives an award in favour of the workman by setting aside the order of retirement with effect from 31-5-2000. The workman shall be deemed to be in service from 1-6-2000. He shall also get all the consequential benefits from the date of his retirement. The employer shall give him an opportunity of hearing and determine his age in accordance whith law. The employer shall hold the enquiry within three months from the date of receipt of the copy of award. The workman shall continue in service till the case is decided on merits. Thereafter, the question of continuity of his service shall abide the results of the enquiry. The employer shall make necessary adjustments in the the monetary benefits to the workman in accordance with the result of final order in the enquiry. Accordingly, this reference is answered in the aforesaid terms.

S.C. PANDEY, Presiding Officer

नई दिल्ली, 19 मई, 2004

का.आ. 1365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली-II के पंचाट (संदर्भ संख्या 116/88) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2004 को प्राप्त हुआ था।

[सं. एल-12012/64/88-डी. II (ए)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/88) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 13-5-2004.

[No. L-12012/64/88-D. II (A)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CUM LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R.N. Rai

In the Matter of :— : **I.D. No. 116/88**

MAHAVIR SINGH

VERSUS

CANARA BANK

AWARD

The Ministry of Labour *vide* its letter No. L 12012/64/88-D-2(A) Dt. 27-10-1988 has referred the following point for adjudication. The point runs are as hereunder :—

"Whether the action of the management of Laxmi Commercial Bank Ltd. Subsequently taken over by Canara Bank in terminating the services of Shri Mahavir Singh was justified. If so, to what relief is the workman entitled?"

The claimant has filed statement of claim. It has been stated in his statement of claim that the workman was appointed at Hathras Branch as whole time sub-staff on 1-5-1980 and was assigned the nomenclature of water boy under the erstwhile Lakshmi Commercial Bank Ltd. It has been merged into the Canara Bank. It has been further submitted that no letter of appointment has been issued to the claimant. That in terms of the B.P.S. 3rd, the applicant was entitled to the scale of pay of Rs. 245/- alongwith other allowances but he was paid only Rs. 150/- per month. He was getting one third of the actual wages. It has been further submitted that he was appointed whole time service staff on 1-9-1981 but showed intermittent fake breaks in his service. His services were finally terminated on 13-11-1981. The termination of his service is invalid and he is entitled to be regularised.

The Opposite Party has filed written statement. In the written statement, it has been stated that he was appointed for a fixed period of 5 months on the fixed salary of Rs. 150/- per month during summer season. He worked in the bank upto 30th September, 1980. He was appointed w.e.f. 1-5-1980 to 30th September, 1980 for a fixed period of 5 months. When the period expired, he was only asked not to come. He was not a sub-staff. All the pleadings of the statement of claim has been denied and it has been asserted that he was a fixed pay employee for a period of 5 months only. The claimant has filed rejoinder.

In the rejoinder, he has denied all the statement of written statement and has prayed that written statement be rejected and his application be accepted.

Heard arguments from the side of the management. It transpired from the perusal of the record that the applicant workman has been absenting from 5 to 6 years.

The Management has filed written arguments. Perused the written arguments of the management. The learned counsel for the management argued that he was appointed for a fixed period of 5 months only as a water boy which is evident from his own statement of claim.

It was argued that in 1997 SC 3657, 1997 (4) SLR 586, 1997 (4) LLN 193, Delhi 1998 I LLJ 728 it has been held that a seasonal employee has no right of regularisation and 25(F) is not attracted if the service is not completed for 240 days. In the instant case, the workman applicant has worked only for 5 months in a calendar year. Besides 5 months he has not done any work.

The point referred to by the Ministry of Labour is "Whether the action of the management of Laxmi Commercial Bank Ltd. subsequently taken over by Canara Bank in terminating the services of Shri Mahavir Singh was justified. If so, to what relief is the workman entitled?"

From the foregoing discussions, it is quite clear that the workman according to his own version has not worked for more than 5 months. He was a seasonal worker so the action taken by the Canara Bank is absolutely justified.

The award is replied thus :—

The action of the management of Laxmi Commercial Bank Ltd. subsequently taken over by the Canara Bank in terminating the services of Shri Mahavir Singh is absolutely justified. The workman is not entitled to any relief asked for.

Dated: -09-03-2004.

R.N. RAI, Presiding Officer

नई दिल्ली, 19 मई, 2004

का.आ. 1366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली-II के पंचाट (संदर्भ संख्या 133/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2004 को प्राप्त हुआ था।

[सं. एल-12012/319/89-डी. II (ए)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/89) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II as Shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by Central Government on 13-5-2004.

[No. L-12012/319/89/D. II (A)]

C. GANGADHARAN, Under Sey.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CUM LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R.N.RAI
In the Matter of : I.D. No. 133/89

J. L. ARORA

VERSUS

PUNJAB NATIONAL BANK

AWARD

The Ministry of Labour by its letter No. L-12012/319/89-D. 2(A) Central Govt. dt. Nil has referred the following point for adjudication. The point runs are as hereunder :—

"Whether the action of the management of New Bank of India in imposing the punishment *vide* their order dt. 15-2-1988 on Shri J. L. Arora was justified ? If not to what relief is the workman entitled ?"

The claimant has filed statement of claim. In his statement of claim, it has been asserted that the workman was a clerk-cum-typist with New Bank of India at its Asaf Ali Road, New Delhi Branch. He is a workman.

That Shri Arora is a member of New Bank of India Staff Association and holds office of member Managing Committee of the above trade union.

That on 22-1-1986, he was placed under suspension *vide* Bank's Memo No. HRD/OPK/86 dt. 21-1-1986.

The memorandum of suspension stated that there were allegations of abusing and assaulting one Shri Radhey Shyam another employee of the bank.

On 30-1-1986 again he was given a charge sheet. It is alleged that he had abused one Shri B. K. Sondhi and also Shri Radhey Shyam and assaulted Shri Radhey Shyam. Shri Arora was the lone member of NBISA. Shri Sondhi and Shri Radhey Shyam belonged to NBIEU the so-called majority union. The management of New Bank of India was for quite sometime following the policy of victimizing, harassing employees who were members of NBISA. The practice of the management had created a situation that some of the activists of NBIEU would physically assault members of NBISA and the management would punish the victims by various ways. That on 20-1-1986, Shri Arora was beaten badly by a group of 5/6 persons of NBIEU and the management acted in a partisan manner and Shri Arora was placed under suspension.

Later a departmental enquiry was constituted and the enquiry officer did not find him guilty.

The Opposite Party has filed written statement. In his written statement, some of the paragraphs of the statement of claim have been denied and some have been admitted. It has been asserted that he was not victimized or harassed. On 20th January, 1986, he had created disorderly scene and riotous indecent behaviour in the premises of the bank. The chargesheet in this connection may be referred to. The papers were perused by the disciplinary authority and the disciplinary authorities found that there was sufficient evidence to prove the charges against the workman.

The workman has filed rejoinder. In rejoinder, it has been asserted that reasons for suspension were not given. He was lone member of NBISA so the authorities have harassed him. The statement of written statement have been emphatically denied and it has been asserted that the finding of the enquiry officer was quite correct and the disciplinary authority has no right to take subsequent action against him.

That on 20-1-1986 at about 10.15 AM riotous situation was created by Shri J. L. Arora who involved S/Shri Radhey Shyam and Shri R. K. Sondhi, working in Audit and Inspection Department. The investigation report of Shri R. Nambirajan, Deputy Chief Audit and Inspection Deptt., Head Office, New Delhi duly proved further shows that Shri Arora caused severe and grievous injury on Shri Radhey Shyam's eye lid resulting in its profuse bleeding.

Heard arguments from both the sides of the parties and perused the papers on the record. It is quite apparent that a proper enquiry has been held and there has been no intention of victimization of the workman applicant. The enquiry officer has given his findings. He has found some of witnesses to be hearsay witness and he did not rely on the evidence of the witnesses so he exonerated him. He has written in his enquiry that on 20-1-1986, some quarrel took place between Shri J. L. Arora and Shri Radhey Shyam in the premises of the bank but in the absence of any direct evidence, the charges are not proved against Shri J. L. Arora.

It was argued from the side of the management that the enquiry officer has doubtless found that a quarrel has

taken place, but he did not find any direct evidence so he found charges not proved. The disciplinary authority on the same facts and evidence found charges proved and held him guilty. He went in appeal. In appeal also, the charges were found proved and so the punishment was maintained.

It was argued from the side of the management that the disciplinary authority has found sufficient evidence to prove the charge against the workman applicant. In this context, it was mentioned that Shri Amarjit Rai was produced by the workman applicant as defence witness Shri Amarjit Rai stated that when he reached the spot, Shri Radhey Shyam was bleeding from his left eye and Shri Arora was sitting on the ground. There was scratches on his neck. He was wearing shirt but some of the buttons were broken. It has been stated that Shri Nambirajan was directed to ascertain whether the incident took place or not. Shri Nambirajan has confirmed it. He prepared a memorandum and took signatures of the witnesses. One witness Shri Sunil Kumar has stated that he found Shri Arora and Shri Radhey Shyam were quarrelling. Three or four members of the staff interfered to separate them. After that Shri Radhey Shyam was seen bleeding from upper side of his left eye. This witness has not been relied upon as in the cross-examination he has stated that he did not remember the date when the ancident took place. Non-remembrance of the incident is not material. In 2003 II AD (S.C.), it has been held that findings of the diciplinary authority if based on some evidence, the court or Tribunal should not re-appreciate the evidence and substitute its own finding. In JT 1997 (2) SC 432 is not applicable in the facts and circumstances of this case. In 1979, LAB I.C. 1041, it has been observed that the strict rules of evidence Act are not attracted in a domestic enquiry. There is no allergy to hearsay evidence proved if it has reasonable nexus and credibility. This law is perfectly applicable as there is sufficient evidence by way of memorandum of Deputy Chief and statement of the hearsay witnesses that a quarrel took place between the workman applicant and Shri Radhey Shayam and the workman applicant assaulted Shri Radey Shayam and his eye bleeded. The workman's own defence witness indirectly admits the case of the management.

It is quite apparent from the above discussion that a quarrel took place between Shri J. L. Arora and Radhey Shyam and Shri Radhey Shyam assaulted by Shri J. L. Arora and he suffered injuries in his eyes and he was bleeding. The disciplinary authority found sufficient evidence which proved charge levelled against the applicant workman. All the witnesses have said that they found Sh. Radhey Shyam bleeding and Sh. Arora sitting. It indieates that non else but Sh. Arora caused the blow on the left eye of Sh. Radhey Shyam. In the circumstances it is expedient in the interest of justice not to be interfere with the findings of the disciplinary authority as they are based on evidence on the record.

The workman applicant is not liable to get any relief.

The award is replied thus :—

The action of the management of New Bank of India in imposing the punishment vide their order dt. 15-2-1988 on Shri J. L. Arora was quite justified ? The workman is not entitled to any relief as prayed for ?

The award is given accordingly.

Dated : 30-04-2004.

R. N. RAI, Presiding Officer

नई दिल्ली, 19 मई, 2004

का.आ. 1367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली के पंचाट (संदर्भ संख्या 1/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2004 को प्राप्त हुआ था।

[सं. एल-12011/98/92-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/93) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 12-5-2004.

[No. L-12011/98/92/IR (B-II)]

C. GANGADHARAN Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT : NEW DELHI

PRESIDING OFFICER : SHRI B. N. PANDEY

I. D. NO. 1/93

Shri R. K. Juneja & 10 others,
Through the General Secretary,
All India New Bank of India Staff Association,
9-A, Connaught Place,
New Delhi.

VERSUS

The Management of New Bank of India,
Through Sahayak Mahaprabhandhak (P),
New Bank of India, Marina Hotel Building,
Connaught Circus,
New Delhi.
(Now merged with Punjab National Bank) ...Management

AWARD

The Central Government in the Ministry of Labour vide its order No. L-12011/98/92-IR(B-II) dated 7-1-93 has referred the following industrial dispute to this Tribunal for adjudication :—

> "Whether the action of the management of New Bank of India was justified in placing the workman mentioned in the 'Annexure' as junior to others of the clerical side who opted for their seniority being accounted on cash side resulting promotion avenues to these affected workman ? If not, to what relief is the workman entitled to ?"

2. In brief, relevant facts of the case as narrated in the claim petition are that, in the erstwhile New Bank of India, from the very beginning, there have been two different & separate department, namely the Clerical department and Cash department which formed two different and separate Categories, having different and separate promotion Channels and accordingly separate Seniority List of Staff Working on the Clerical side and Cash side were being maintained for the purpose of the promotion to the respective promotion cadre in the two departments. The promotions in the Cash Department were being made from the officials of the cash side, such as Cashier and Assistant Cashier working in the Cash Department to the cadre of the Head Cashier on the basis of their Inter-se Seniority in the Union Territory of Delhi and only the Head Cashiers so promoted were eligible for further promotion to the cadre of Cash Officer in the Cash Department. Head Cashiers were not considered to be eligible for promotion on the Clerical side such as to the Cadre of Head Clerk etc. Likewise the members working on the Clerical side belonging to the Clerical category were not considered eligible for promotions on cash side. That, there was no cadre of Head Cashiers category C & E in Delhi and All initial promotions on the cash side were made in the Delhi to the cadre of Head Cashier, Category 'A' on the basis of inter-se Seniority of the Cashiers/Assistant Cashiers; and Head Cashiers on the basis of seniority were promoted to the Cadre of Cash Officers from time to time. It is also alleged that in view of the Shashtry Award and the first Bipartite Settlement the Head Cashiers were divided into five Categories i.e. Category A, Category B, Category C, Category D and Category E. Head Cashier Category E was the Senior Most Category and Head Cashier Category A was junior to Category B, C, D and E, and accordingly the quantum of their special allowances were higher than the quantum of Special allowances of lower Category. It is further alleged that the present 11 workmen/claimants were permanent Head Cashiers Category A and were working in Delhi in the year 1984. That the bank management signed a settlement dated 23-3-85 with only one of the several trade unions of the Employees of the Bank without any discussions and negotiations with the association of the workmen. Therefore, it was not binding on the workmen. According to that settlement certain material changes were brought in the Existing Promotion Policy. And accordingly through that policy Head Clerks were made eligible for promotion to the Cadre of Cash side if they give their option. That in view of the said settlement the management of bank promoted certain Head Clerks who opted from clerical side to the post of Head Cashier in cash side and directly posted them in Category E and they have been placed seniors to present workmen/Claimants who have been already working as Head Cashiers. Category 'A' which has resulted pecuniary loss to them and also affected their promotional Avenues. That the combined seniority list prepared by the management was against the rules and provisions of law and also unconstitutional. The officials working on clerical side who opted for their promotion in cash side and accordingly who were promoted to the post of Head Cashier should have been placed below the Head Cashiers who were working since before. Their placement directly in the head Cashier Category 'E' is also illegal and unconstitutional. That the promotions of the Employees of Clerical side directly in Head Cashier Category 'E' w.e.f 1-5-86 is illegal and not sustainable. The workman who were already working as Head Cashier in Category 'A' should have been considered and promoted first to the post of Head Cashier Category 'E' and then for promotion to the post of Cash Officers; officials of clerical side could be promoted to the post of Head Cashier Category 'A' and then to Category C and only then to Category E. That they could be considered to the post of Cash Officers only after the claimants. That the claimants were not called for interview for promotions to the post of cash officers on 6-4-92. Although all those of clerical side who had opted and promoted and were directly placed in Head Cashier Category 'E' were called for interview on 6-4-92 for promotion to the post of Cash Officer. Being aggrieved the workmen union raised the dispute. The workmen through their union claimed that the management be directed to first declare/notify the number of vacancies of the post of Cash Officers, to prepare a fresh List placing all the claimants in Head Cashier Category 'E' above the subsequently promoted Head Cahsiers and directly placed in Category 'E' and the claimants be also considered for promotion to the post of Cash Officers against the existing vacancies and they should also be paid arrears of pay with other allowances by the Bank.

3. The Claim was contested by the management. In its W.S. the management denied the claims of the workmen and alleged that the promotions and placement of the persons of the clerical side to the post of Head Cashier 'E' on the basis of the settlement dated 23-3-85 was perfectly just and legal. It was further alleged that those who were promoted and placed senior to the present claimants were seniors to the claimants in service as they have joined the bank much earlier and they have longer service period.

That there is no violation of any rule or law in the action of the management. That the claimant's claim is wrong and misconceived and they are not entitled to any relief.

4. A rejoinder was also filed on behalf of the workmen to the Written Statement denying the contents of the Written Statement and reiterating the averments made in the claim statement Both the parties have led their documentary as well as verbal evidence.

5. I have heard learned counsel/AR of both the side and gone through the file.

6. There is no dispute that the present claimants were working on cash side and were promoted to the post of Head Cashier Category 'A' before 1985. There is also no dispute that at that time there was no post of Head Cashier Category 'E' in Delhi. It is also undisputed that the management promoted certain persons who were earlier working on the clerical side directly to the post of Head Cashier w.e.f. 1-5-86 and placed them in Senior Category 'E' of Head Cashiers. So if the post of Head Cashier category 'E' was created also in Delhi, the officials who were already working as Head Cashiers in category 'A' should have been promoted and placed in Category 'E'. They should have also been placed seniors to those who were subsequently promoted as Head Cashiers from Clerical side. The present workmen have also placed on the record, the recent circular issued by PNB management. It shows the feeder cadre for the promotion to category 'E' is category 'C' and for the post of Category 'C' feeder cadre is cadre 'A'. It is undisputed that the post of Head Cashier category 'E' is senior post to the post of Category A & C. Therefore placing the officials directly in category 'E' after there promotion from clerical side is absolutely against the principal of Natural Justice and Law. In support of their case the A/R of the claimants workmen has relied upon the Supreme Court Case law reported in 1993 L.A.B., I.C. 2259, K. Narayan & ors Vs. R. Madhadev & Ors wherein it has been held that :—

> "An employee occupying a higher post in different cadre may on regularization be entitled to claim his seniority from the date he was holding the post but giving a higher post in different cadre in which the employee has never worked either as officiating or temporary or even ad-hoc because the employee be-came eligible earlier would be violative of the right of equality .....The Govt. may appoints all the junior engineers enblock after framing of the rule and place them below all those who were working as Asstt. Engineers on that date but they can not be so appointed as to get preccdence over those who are working before. It would result in artificially making un-equal as equal"

7. I find that the case law (Supra) is fully applicable in the present case. The present claimants claim that they were promoted much before the alleged settlement dated 23-3-85 and also from promotions of the clerical staff to the post of Head Cashier category 'E'. This fact is not disputed. Therefore, the impugned action of the management was illegal, unjustified and against the principles of Natural Justice. Hence it cannot legally be sustained & Deserve to be quashed.

8. In view of the above discussions, I find that the action of the management of Erstwhile New Bank of India now merged in Punjab National Bank was not justified in placing the 11 claimants/workmen as junior to others of clerical side who opted for their seniority being accounted on cash side resulting promotional avenues to the affected workmen/claimants. The claim of the present 11 claimants through their Staff Association/union deserves to be allowed, the claimants workmen deserves to be placed in Head Cashiers Category 'E' first from those who were promoted from clerical cadre and were placed directly in Head Cashier Category 'E' at least from the same date i.e. 1-5-86. The claimants are also entitled to get all consequential benefits including arrears of difference of pay and allowances. The claimants/workmen shall also be considered for promotion to the post of cash officers as those who were promoted from clerical side and were considered and promot—to the said post, in the terms of Circular No. PERS/16/92 dated 7-2-92. Parties shall bear their own costs. The terms of reference is answered accordingly and award in given.

Dated : 05-05-2004 B. N. PANDEY, Presiding Officer

नई दिल्ली, 18 मई, 2004

का.आ. 1368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैन्टोन्मेन्ट बोर्ड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 114/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2004 को प्राप्त हुआ था।

[सं. एल-13012/1/91-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 18th May, 2004

S.O.1368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/91) of the Central Government Industrial Tribunal/Labour Court, No. II, New Delhi as Shown in the annexure in the Industrial Dispute between the employers in relation to the management of Cantonment Board and their workmen, which was received by Central Government on 18-5-2004.

[No. L-13012/1/91/IR (DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CUM LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER: R. N. RAI

I. D. No. 114/91

IN THE MATTER OF:—

PITAM SINGH

VERSUS

MANAGEMENT OF CANTONMENT BOARD, MEERUT

AWARD

The Ministry of Labour by its letter No. 13012/1/91-IR(DU) Central Government. dt. 27-09-1991 has referred the following point for adjudication. the point runs as hereunder :—

> "Whether the action of the management of Cantonment Board, Meerut in terminating the services of Shri Pitam Singh, son of Shri Bharat Singh w.e.f. 1-09-1987 is justified? If not what relief he is entitled to and from what date?"

The claimant has filed statement of claim. In his statement of claim, he has stated that he was selected and put in the service of the management at the post of Mazdoor in June, 1984 and he worked upto 31-08-1987 in the Water Works Department. His last drawn wages were Rs. 400/-.

The workman continuously worked for more than 240 days in a year with the management and thereafter the opposite party terminated the services of the workman w.e.f. 31-08-1987.

That no show cause notice was given to the workman. No charge-sheet was given, no enquiry was held and the services of the workman have been terminated by the management illegally and arbitrarily. No compensation was paid under sec. 25(F) of the I.D. Act, 1947 and thus the management has violated the provision of the ID Act. The persons junior to him were retained in service and it was decided that a list will be prepared and the workman will be taken into service. After the above promise, the workman went to the Opposite Party, but he was not taken into service. He is still unemployed.

The opposite Party has filed written statement, it has been denied that the Cantonment Board is an industry and the applicant workman is workman. Some of the claims of the paras have been denied and some have been admitted. The workman worked for a specified time and that too, he could not complete 240 days in a year so he did not attend the status of the workman. He was engaged on temporary basis and for a specified time, he was engaged on daily wages. A seniority list has been prepared and the name of the applicant workman appears on number 72 but the list is of 210 persons.

The workman applicant has filed rejoinder. In his rejoinder, he has stated that he has worked for 240 days. The written statement is wrong in this respect. A list has been prepared and in the list, his name is at Sl. No. 72. The person after he have been engaged but he has not been given engagement. He has not been given any notice or compensation so the provisions of Section 25(F) have been violated

Heard arguments from both the sides and perused the papers on the record. It was argued by the learned counsel of the workman that it is the duty of the employer to prove that the workman has worked for 240 days. This argument has no force as the workman has to show that he has worked for 240 days. In this connection, photocopy has been filed by the Meecrut cantoument Board of the persons who had been employed together, His Sl. No. is 72. The paper has not been denied. It indicates that the Photostat copy of the register of cantonment Board and it bears the Sl. No. of the employees but from perusal of this paper, it appears that the workman whose name has been shown has not worked for more than 240 days. As such, so far as question of reinstatement is concerned, it has got no force. It was the duty of the workman to prove that he has worked for 240 days but he has failed to prove that he has worked for 240 days. It is clear from the list that several persons who have joined after him have been regularised and several persons have been employed after him.

My attention was drawn to 1993 (66) FLR. 389, this citation is regarding 25(F) and it is only applicable when 240 days have been completed.

In 1992 (65) FLR 584, it has been held by the Hon'ble High Court that under Section 25(H), the persons who have not completed 240 days but fresh recruitments have been made or fresh daily wagers have been taken into service, then the workman who has come first should be re-employed.

In 1992 (64) FLR 675, it has been held that the back wages should be paid to the workman. In case of his reinstatement, the law cited by the workman is not applicable. Since persons after him have been taken as daily wagers and some working with him have been regularised. This workman applicant also deserves to be re-employed on the principles of first cum last go principle. Since his name appears on SL. No. 72 and in 1986 he has worked for 150 days and in 1987, he has worked for 160 days approximately as the Executive Officer of the Cantonment Board has given the details of the working days of the workman. This shows that the workman has not completed 240 days either in 1986 or in 1987 so the

provisions of Section 25(F) are not attracted but in total in two years, he has worked for 329 days and the persons whose name appears in the list after him have been regularised. This workman also deserves to be re-employed according to the principle stated above.

The reference is replied thus :—

The action of the management of Cantonment Board, Meerut in terminating the services of Shri Pitam Singh, son of Shri Bharat Singh w.e.f. 1-9-1987 is not justified. He ought to have been re-employed alongwith workers of his time. Thus, the workman deserves to be re-employed within three months after publication of the award on the principle stated above.

Dated : 17-5-2004.

R. N. RAI, Presiding Officer

नई दिल्ली, 18 मई, 2004

का.आ. 1369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 89/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2004 को प्राप्त हुआ था।

[सं. एल-40012/84/96-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 18th May, 2004

S.O. 1369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/98) of the Central Government Industrial Tribunal/Labour Court, No. II, New Delhi now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 18-5-2004.

[No. L-40012/84/96-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. RAI

I. D. No. 89/1998

IN THE MATTER OF

DHARAMPAL ;

VERSUS

MANAGEMENT OF TELECOMMUNICATION, DEHRADUN

AWARD

The Ministry of Labour by its letter No. 40012/84/96-IR (DU) Central Government, dt. 12-3-1998 has referred the following point for adjudication. The point runs as hereunder :—

> "Whether the action of the management of Telecommunication, Dehradun, in terminating the services of Shri Dharampal, Ex-Daily paid labour w.e.f. 31-12-1982 is legal and justified? If not what relief he is entitled to?"

The claimant has filed statement of claim. It his been stated that he was working as casual labourer from 1-1-1975 to 31-12-1982. His services were terminated orally on the ground that his brother Shri R. P. Sharma who is a permanent employee has been involved in a criminal case so he has been suspended and this workman will also have to remain out of service till the judgement of the trial court. It has been further stated that his brother has been given duty but his case was not considered by the District Engineer (Telecommunication) on 21-9-1994. He has remained unemployed since then.

The Opposite Party has filed written statement and in the written statement it has been accepted that the workman has worked on Muster Roll for 427 days and the reality is that after 31st December, 1982, the workman himself left the work. His services were not terminated. The claimant has filed rejoinder and in his rejoinder, he has stated that he has not left the services himself but he tried several times upto 1994 but he was not heard and he was not employed.

Heard arguments from both the sides. It transpires from the perusal of the order sheet that the workman in the Tribunal also is absent from 8-2-1999 so he has not appeared in this case at least for 5 years. In the circumstances, ex-parte argument of the management was heard since the workman was not available and his whereabouts are not known. It is not certain whether he is alive or not. He has knowledge of the case but he absented himself for unknown reasons. In the circumstances, no order regarding reinstatement of his services could be passed as his availability is uncertain and the department would be put to trouble in case he is not available as he is absenting from at least 5 years in this Tribunal itself and he has filed this ID case after 10 to 12 years. It indicates that the workman is not interested in prosecuting the case or doing work in the department.

The reference is replied thus :—

The action of the management of Telecommunication, Dehradun, in terminating the services of Shri Dharampal, Ex Daily paid labour w.e.f. 31-12-1982 is legal and justified. The workman is not entitled to any relief as prayed for.

Dated : 17-5-2004.

R. N. RAI, Presiding Officer

नई दिल्ली, 18 मई, 2004

का.आ. 1370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सफदरजंग अस्पताल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 112/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2004 को प्राप्त हुआ था।

[सं. एल-42012/8/91-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 18th May, 2004

S.O. 1370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/91) of the Central Government Industrial Tribunal/Labour Court, No. II, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Safdarjung Hospital and their workman, which was received by the Central Government on 18-5-2004.

[No. L-42012/8/91/IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER : R. N. RAI I. D. No. 112/91

IN THE MATTER OF

SMT. SHEELA

VERSUS

MANAGEMENT OF SAFDARJUNG HOSPITAL

AWARD

The Ministry of Labour by its letter No. L-40012/8/91-IR (DU) Central Government, dt. 21-9-1991 has referred the following point for adjudication. The point runs as hereunder :—

"Whether the action of the management of Safdarjung Hospital, New Delhi is justified in dismissing the services of Smt. Sheela, Sweeper w.e.f. 19-7-1985, If not so, to what relief the workman is entitled to?"

The claimant has filed statement of claim. It her statement of claim she has submitted that she has joined in October, 1970 as a Safai karamchari in the pay scale of Rs. 750-940 with usual allowances admissible under the rules w.e.f. 1-1-1986.

That the workman has been dismissed from service by the management on 19-7-1985.

That the cause of dismissal from service was this that she fell sick and remained confined to bed during the period from 18-12-1982 to 15-6-1983 and could not report for duty. After recovery from illness she reported for duty on 16-6-1983 and was allowed duty. She performed her duties from 16-6-1983 to 8-8-1983.

That on 8-8-1983 she received an information of serious illness of her mother who was residing at Ludhiana, She immediately left Delhi for Ludhiana as there was none to look after her at Ludhiana. She remained at Ludhiana where she had to take care of her mother who ultimately expired. During all this period she has been informing the management about her absence from duty. However, in 1986, she has been dismissed from service by the management. Since then, she has been knocking the doors of the management but no fruitful result could be yielded. She submitted her joining report to the Sanitary Inspector who told her that she has been dismissed from service by the management. No letter of dismissal was served on her. She did not participate in the enquiry. There was only misconduct of remaining absect from duty without affording any opportunity of being heard during the enquiry and the enquiry was completed exparte. No seniority list was displayed. No notice was served. Juniors to her have been retained in service and she has been thrown out of job. Her dismissal is arbitrary, illegal and unjustified.

That the management has filed written statement. In the written statement, the management has stated that no union in the name and style of Hospital, Employees Union is functioning in the Safdarjang Hospital, New Delhi. It is not a registered trade union. The union has to furnish the copy of the regn. and the bye laws etc.

That in 1961 II ILJ 436 (SC), it has been held by the Hon'ble Apex Court that a union which is not registered cannot raise industrial dispute. This view was confirmed by the Hon'ble Apex Court in 1965. Shri C. P. Aggarwal is incompetent to espouse the industrial dispute in the ratio of judgement in 1985 I LL N 97, Gujarat, in which it has been held that a person who is practicing, he is not entitled to raise the dispute.

That my attention was drawn to 1958 II LLJ 290 (AP), 1961 I LLJ 77 Kerala (DB) 1965 II LLJ 261. The law cited above is not related to the facts and circumstances of the case.

It has been further stated that the workman was in Dubai in December, 1982 and June, 1983. She again went to Dubai in August 1983. The workman was in Dubai till her dismissal. The union is to prove whether or not the workman became its member prior to her dismissal and her membership continued till this date.

That it has been further stated that the workman never fell ill from 18-12-1982 to 15-6-1983. She went to Ludhiana as her mother was ill and she has to look after her and thereafter she visited Dubai with her brother Shri Charan Dass. She was taken on duty on 16-6-1983 but again she absented from 8-8-1983. Her mother expired between 18-12-1982 to 15-6-1983. She did not apply for leave. She had applied for 11 days leave which was granted. She was supposed to join duty on 18-12-1982 but she did not do so. Vide letter dt. 17-1-1983, she was informed that she was absent from duty without permission of competent authority and she was directed to report for duty within seven days of receipt of the said memorandum. It was sent by registered post and with A/D and it was received back with the remarks "out of station". She was directed to explain as to why she left the country. She intimated that she left India for Dubai and she left India for Dubai and stayed with her brother Charan Dass at P. O. Box 1094, AJMAN (NAF) Dubai (Annexure-I).

The workman has filed rejoinder. In the rejoinder, she has denied all the allegations of the written statement and she has stated that she should be taken in service.

Heard arguments from both the sides and perused the papers on the record. It was submitted by the learned counsel of the workman that no notice was given to her. No compensation was paid to her Safdarjang Hospital is an industry so her dismissal is illegal and unjustified. It transpires that she was in foreign country from 7-12-1982 to 14-6-1983. No domestic enquiry was conducted against her by the management. Even the report of the Enquiry Officer and the show-cause notice were not served on the workman aforesaid.

It has been argued from the side of the management that all the letters which were addressed to her returned with the remark left home without address. It establishes beyond a reasonable doubt that she was in foreign country for four years without any information and enquiry was conducted but she could not participated in the enquiry as the was in the foreign country. It was further submitted that she had given no explanation no intimation, and remained in the foreign country for about 4 years. In the meanwhile, the enquiry was completed and she was dismissed in 1985 and she was informed regarding her dismissal. Still she did not move any application. It is on 23-6-1987 that she sent application for permission to join.

Safdarjung Hospital is not an industry, as such the court lacks jurisdiction to adjudicate the matter and the management was quite justified in dismissing her as she was absent without information for 4 years and she was in a foreign country without the permission of the management. As such misconduct is sufficient for her dismissal from service. The workman applicant is entitled to get no relief. The award is replied thus :—

The action of the management Safdarjung Hospital, New Delh is justified and legal in dismissing the services of Smt. Sheela, Sweeper w.e.f. 19-07-1985. The applicant is not entitled to get any relief as prayed for.

Dated : 14-05-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 18 मई, 2004

का.आ. 1371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जूलोजि कल सर्वे ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 47/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2004 को प्राप्त हुआ था।

[सं. एल-42012/112/96-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 18th May, 2004

S.O. 1371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/97) of the Central Government Industrial Tribunal/Labour Court, No. II, New Delhi now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Zoological Survey of India and their workman, which was received by Central Government on 18-5-2004.

[No. L-42012/112/96/IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

PRESIDING OFFICER: R. N. RAI.

I. D. No. 47/97

IN THE MATTER OF :—

ARJUN KUMAR KHANNA

VERSUS

ZOOLOGOGICAL SURVEY OF INDIA

AWARD

The Ministry of Labour by its letter No. L-42012/112/96-IR(DU) Central Government. dt. 9-4-1997 has referred the following point for adjudication. The point runs as hereunder :—

> "Whether the action of the management of Zoological Survery of India. Dehradun in not re-employing Shri Arjun Kumar Khanna, Ex-field-cum-Attendant according to his seniority is just, fair and legal. If not what relief the workman he is entitled for and from what date?"

The claimant has filed statement of claim. In his statement of claim, he has stated that the Opposite Party has admitted that he was appointed at the post of Field-cum-Attendant on 1-10-1984 and the period of his service was three years.

That Shri Vikram Singh and Shri Arjun Kumar Khanna, the applicant were appointed at the same time at the same post and seniority list was prepared according to the order dt. 26-6-1986 and was directed that they should be regularised. He is entitled to the regularised as there are several projects in the department and a seniority list has been prepared. The names which were recommended included the name of the applicant for regularisation. The work is of perennial nature and the workman who joined after him has been regularised. So at least on the principle of first come last go, the applicant workman deserved to be regularised.

The Opposite Party has filed written statement. In the written statement, it has been stated that the Opposite Party is not an industry so the Industrial Tribunal has got no jurisdiction to decide the matter. The Govt. has wrongly referred the matter to the Tribunal for decision. The judgement of the Administrative Tribunal of 1-9-1993 has been cited. It has been further submitted that Shri Arjun Kumar Khanna was appointed for only three years on a project and when the project was completed, be left the work himself and a person who is appointed on a project has no right of regularisation. It has been admitted in the written statement that Shri Vikram Singh is still working in the department. According to the circular No. 4047, seniority list was to be prepared who were engaged in the department as casual or contingent labourers prior to 7-5-1985. He was neither casual labour nor contingent labour. The applicant was working in the time-bound project for three years on contractual basis. Shri Vikram Singh has been retained but this workman is not entitled to regularisation or reinstatement.

That the applicant has filed rejoinder. In his rejoinder, he has emphatically denied the statements of the written statement and it has been asserted that the respondents are the industry and the court has jurisdiction to decide this case. Since the work is of perennial nature, it matters little that his appointment was for a fixed period. There are several projects in the department and several persons after him have been appointed and regularised.

Heard arguments from both the sides and perused the papers on the record.

It was argued from the side of the workman that the applicant was admittedly appointed for three years on a project but there are several projects in the department and Shri Vikram Singh has been retained in service. He was also appointed on the project. A list has been prepared by the Dircctor, Zoological Survey of India and he has called for the report of the labourers either casual or contingent appointed prior to 25-6-1986 and the name of the workman applicant figures on No. 6 and that of Vikram Singh on No. 5. It indicates that there was a scheme for regularisation of the service of the labourers employed on the project. It was admitted in the argument that there are several perojects under the department and persons after Shri Arjun Kumar Khanna has been taken. He was not available so he has not been taken in service. The Apex Court thus held that even if the worker is appointed on a project and for particular period, but in case the work is of perennial nature, at least the principle of first come last go should be observed. It has been admitted in the argument by the management that there are several projects and the persons after him have been employed as casual or temporary labourers. As such the principle of first come last go applies in the case of the workman also. The workman is a labour and it cannot be said that he remained idle and he did not do any work during the period of his unemployment. On the principle of first come last go, the workman deserves to be reinstated w.e.f. 1-1-1991 with 10% back wages and his services should be regularised according to the seniority list.

The reference is replied thus :—

The action of the management of Zoological Survey of India, Dehradun in not re-employ ing Shri Arjun Kumar Khanna, Ex-field-cum-Attendant according to his seniority is not fair and illegal. The applicant workman deserves to be reinstated from 1-1-1991 with 10% back wages and he should be regularised according to the policy of the regularisation of the Opposite Party.

The award is given accordingly.

Dated: 14-05-2004.

R. N. RAI, Presiding Officer

16966/04—21

नई दिल्ली, 19 मई, 2004

का. आ. 1372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 25/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2004 को प्राप्त हुआ था।

[सं. एल-17011/25/99-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 15-5-2004.

[No. L-17011/25/99-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 25 of 2000

PARTIES:

Employers in relation to the management of LIC of India

AND

Their workmen

PRESENT:

Mr. Justice Hrishikesh Banerjee,
Presiding Officer

APPEARANCE:

On behalf of of Management : Mr. A. Biswas, Asstt. Admn. Officer

On behalf of Workmen : Mr. D.P. Chakraborty, Vice-President of the Union.

State : West Bengal : Industry : Insurance

Dated : 30th April, 2004.

AWARD

The present industrial dispute referred to this Tribunal for adjudication by the Central Government vide Order No. L-17011/25/99-IR(B-II) dated 25-05-2000 relates to the following schedule :

"Whether the action of the management of LIC of India, Eastern Zonal Office, Hindusthan Building, 4, C.R Avenue, Calcutta in not allowing the benefits of leave viz, casual leave, privilege leave, holidays etc, to 118 temporaray and part-time workmen as mentioned in annexure IV(Sl. No. 14 to 131) of the Estate Deptt. Employed as watchman, pumpmen, liftmen, sweeper etc, is justified? If not, what relief these workmen are entitled to?

Annexure-IV

Sl.No.	Name
1	2
14.	Asit Kumar Das
15.	Chandrama Singh
16.	Ajoy Kumar Ghosh
17.	Pradip Chakraborty
18.	Narayan Ch. Das
19.	Kamalesh Mondal
20.	Ramasankar Singh
21.	Ashoke Dey
22.	Pradip Bhattracharjee
23.	Subhajil Bose
24.	Tapan Majumdar
25.	Tapan Dhole
26.	Pradip Majumdar
27.	Udayan Halder
28.	Sheuji Singh
29.	Rambehari Giri
30.	Partha Bhattacharjee
31.	Shewlal Shaw
32.	Tarakeswar Singh
33.	Pradip Kumar Das
34.	Arup Sarkar
35.	Vijay Sankar Dubey
36.	Kailash Prasad Yadav
37.	Sandip Ghosh
38.	Rajesh Kr. Tripathy
39.	Sankar Majumdar
40.	Biswanath Dhar
41.	Nripendra Nath Misra
42.	Ashis Bose
43.	Sunil Kr. Singh
44.	Joy Kishor Misra
45.	Samar Chanda
46.	Sukumar Ghosh
47.	Tarak Ch. Pal
48.	Tapas Ch. Pal
49.	Pashupati Singh
50.	Surender Kr. Singh
51.	Ravinder Kr. Singh

1	2
52.	Kalyan Brata Biswas
53.	Dara Singh
54.	Pratap Ch. Das
55.	Biswanath Shaw
56.	Hiralal Sarkar
57.	Ashim Das
58.	Debashis Majumder
59.	Purna Ch. Ghosh
60.	Susanta Das
61.	Balai Pal
62.	Akhilananda Singh
63.	Nirmal Kanti Dhar
64.	Surendra Kr. Rakshit
65.	Bharat Bhusan Tiwary
66.	Rashid Khan
67.	Dinesh Kr. Dubey
68.	Paresh Nath Tiwary
69.	Kalindi Charan Swain
70.	Bibrata Kumar Bhunia
71.	Siyananda Singh
72.	Upendranath Tiwary
73.	Tribeni Prosad Tiwary
74.	Apurba Kr. Bhowmik
75.	Bhuban Kar
76.	Shyam Sundar Das
77.	Soumen Roy
78.	Bhabesh Chakraborty
79.	Bablu Ch. Pal.
80.	Tridip Mukherjee
81.	Subhasis Bose
82.	Manabendra Mukherjee
83.	Alokesh Sanyal
84.	Sajal Dutta
85.	Brajanandan Singh
86.	Subrata Mitra
87.	Jayanta Das
88.	Dhiman Kr. Das
89.	Parwez Ahmed
90.	Abhijit Sardar
91.	Raj Kumar Singh
92.	Baisraj Singh
93.	Ganesh Prosad Yadav
94.	Piyush Mahajan
95.	Salauddin Ansari
96.	Hare Krishna Gupta
97.	Rathindra Nath Sarkar
98.	Ved Prakash Singh
99.	Tapan Mondal
100.	Rameswar Misra
101.	Md. Alauddin
102.	Ram Nihar Sukla
103.	Dudhnath Tiwary
104.	Safiqu Khan
105.	Md. Amir Hossain
106.	Ajoy Kumar
107.	Gouranga Kahali
108.	Fidalal
109.	Lalmohan Chatterjee
110.	Sujit Ghosh
111.	Mahavir
112.	Manika Dey
113.	Bijay Kumar
114.	Ramdas Harijan
115.	Purna Chandra Nayak
116.	Jagannath Pradhan
117.	Rajbir Singh Harijan
118.	Suraj Pal Balmiki
119.	Suresh Mallick
120.	Kripa Sindhu Guchhait
121.	Arjun Guchhait
122.	Bhadra Hazra
123.	Badrinath Majhi
124.	Mritunjoy Dhar
125.	Ganeshji Tiwari
126.	Krishna Guchhait
127.	Barun Dhara
128.	Alok Kumar Das
129.	Suman Maity
130.	Joy Prakash Das
131.	Manju Nayak

2. The case of the Life Insurance Corporation Employees Association (Calcutta Division) Espousing the cause of the workmen is as follows. The Eastern Zonal Office of the Life Insurance Corporation of India (hereinafter to be referred as LICI in short) engaged 131 temporary/part-time employees in permanent and perennial vacancies in the cadre of Class-IV staff in the post of Watchman-cum-Pumpman, Liftman, Sweeper, Cleaners etc. before or after 20-05-1985. Those employees have been working continuously and without any break from their individual date of joining. The emoluments which were being paid to them were the minimum of the pay scales applicable to them. Out of the said 131 employees, 13 are being allowed to enjoy different types of leave benefits, namely, casual, privilege, holdidays etc., but the remaining 118 employees are being denied of the said leave benefits. Other holdidays declared under the Negotiable Instruments

Act are also denied to those employees. It is stated that similar employees engaged in other offices of the LICI which are under the supervisory control of the Zonal Office are being allowed all the leave benefits. Those offices are Calcutta Metropolitan Divisional Office Nos. 1 and 2, Calcutta Suburban Divisional Office and Howrah Divisional Office which are all in the vicinity of the city of Calcutta. The Union gave a number of representations to the management of the Eastern Zonal Office in this regard, but without any result. Finding no other alternative, the Union made a representation before the Regional Labour Commissioner (Central). Conciliation proceeding was held, but due to stern attitude of the management, the conciliation failed. It is stated by the union that such denial of granting leave facility to the aforementioned 118 employees by the management is arbitrary and is an instance of unfair labour practice which should be removed immediately.

3. On behalf of the LICI it is stated that all the daily rated workmen who are parties to the present reference before this Tribunal have also filed on industrial dispute case being Reference No.27 of 1991 before the Central Govt. Industrial Tribunal, New Delhi through their union for their absorption and regularisation in LICI for getting all service benefits including leave benefits as claimed in the present case. The concerned workmen were engaged as daily-rated workers on 'no-work-no-pay' basis and not as temporary/ part-time employees. It has been stated that the aforesaid concerned workmen engaged on daily-rated basis has been admitted by the union and except 13, all others were paid wages @ 1/26th of the minimum monthly wage in the scale of pay applicable to the respective categories. 13 other workmen were allowed holidays, casual leave and privilege leave only. It is stated that leave benefit was wrongly allowed to these 13 daily-rated workers. It is stated that except holidays, casual leave and privilege leave, no other leave, namely, sick leave, special leave, quarantine leave or extraordinary leave were allowed to the above 13 daily-rated workers. It is stated that the Instructions, 1993 is applicable to these employees who are recruited on temporary basis. But, these 131 workmen were neither appointed as per Instructions, 1993, nor covered by the N.I.T. Award dated 17-4-1986 as claimed by the Union. It is further stated by the management that 131 daily-rated workers have not claimed regularisation of their services in LICI and that they were never engaged as per Instructions, 1993; nor were they covered by the N.I.T. Award and they were also not engaged as per Life Insurance Corporation of India Recruitment (of Class-III and Class-IV) Instructions, 1993. It is also stated that no automatic right accrued to the 118 daily-rated workers to claim leave on holidays, casual and privilege leave which were allowed to 13 daily-rated workers wrongly. It is also stated that the above daily-rated workers are not temporary/badli/part-time/casual etc. workers as per Instructions, 1993 and that the Circulars dated 25-02-1987 and 28-06-1993 are not applicable to 131 workers.

4. Two witnesses, one on behalf of the workmen (WW-1) and the other on behalf of the management (MW-1) were examined in this case. WW-1, Shri Shibdas Sanyal is the President of the LIC Employees Association (Calcutta Division). He states that in Calcutta Division the number of regular employees is 133 and that they are engaged as Watchman, Pumpman, Liftman etc. Out of these 133 workmen, 13 get the facility of leave etc. and the rest of them do not get such facility. This witness further states that while working in Calcutta Division Office No. 1 he was getting the facility of leave. The dispute regarding non-availability of such facility to other persons was raised before the management by the workmen. Thereafter, the matter was taken to the regional Labour Commissioner for conciliation, but conciliation did not materialise. In his cross-examination, this witness says that there was no circular to show that the daily-rated workers would be entitled to leave benefit. He says that bonus, Provident Fund, gratuity, leave are the benefits available to the permanent employees only. This witness further states that he does not know if the union has filed another case for payment of bonus to such employees.

5. On behalf of the management, MW-1, Smt. Swapna Mukherjee who is the Administrative Officer in the Calcutta Zonal Office in the Department of Personnel and Industrial Relations of LICI says that at the relevant time there were 131 daily wagers engaged in the Zonal Office & out of them 13 were given leave benefits. But, she adds that the said benefit was given to them wrongly. She states that on this ground the other daily wagers cannot be entitled to the leave benefit as there was no rule according to which the daily wager could be allowed leave benefit. In her cross-examination she states that on 20-05-1986 131 daily wage earners were working in the Estate Dept. of LICI and that they were not categorised as sub-staff. In the Building Maintenance Dept. also there are permanent employees who perform the same nature of job as daily wage earners. In her cross-examination this witness says that she is not aware whether the attendance of these 131 workers is maintained or not and that she also cannot say whether or not they work regularly. On 20-05-1986 those daily wage earners who had worked at least for 70 days were regularised. This witness further states that wages are calculated on the basis of the actual working days of the daily wage earner. There is a circular, Ext. W-2 which is applicable to the workers covered under the N.I.T. (National Industrial Tribunal) only and not the other daily wage earners. There is a practice that the daily wagers are also paid on the scale as per Ext. W-2. This witness in her cross-examination further states that temporary worker is appointed on the basis of the rules for employment of temporary employees, while badli workers are engaged on leave vacancies. The daily wage earners are engaged on the basis of need without observing any formality. The circular, Ext. W-3 applies to temporary workers only and not to daily wage earners.

6. On behalf of the union it is submitted that the workmen are entitled to various leave benefits, namely, casual leave, privileged leave, holidays etc. However, they have not yet been absorbed as full-time regular staff as per the LICI Staff Regulations although they are entitled to such absorption for which a separate proceeding is pending. It is stated that the National Industrial Tribunal made an Ward in favour of the workers, but the management challenged the Award in Delhi High Court where a writ is pending. It is stated on behalf of the union that the said reference was initiated by the union for absorption of the workers before the National Industrial Tribunal where it was decided that the workmen who had worked for a total period of 70 days during a period of 3 calender years would be considered as eligible for being absorbed. The daily rate of these workmen is 1/26th of the minimum monthly wages in the scale of pay applicable to the respective categories. The union relies on two circulars, one dated 25-02-1987 and the other dated 28-06-1993 being Exts. W-2 and W-3. The union states that the employees are entitled to get their leave benefit, namely, casual leave and privilege leave since they joined the service. The union prays for conversion of their excess leave by cash payment.

7. On behalf of the management of LICI it is stated that the above workmen are not temporary or part-time or badli workers, but they are daily wagers. It is further stated that out of 131 daily-rated workers, 13 were allowed certain leave benefits wrongly. As such no automatic right would acrue to the remaining 118 workers to claim the said benefit. It is further stated that the circulars dated 25-02-1987 and 28-06-1993 are not applicable to any of these 118 concerned workmen.

8. The only point to be considered in this reference is whether the concerned 118 workmen are entitled to the leave benefit, namely, casual leave, privilege leave, holidays etc. as are being allowed to 13 others.

9. Upon consideration of the evidence on record, I find that leave benefit was given to 13 daily-rated workers wrongly. Therefore, the remaining 118 workers cannot be allowed to get the said benefit to perpetuate the same mistake.

10. On behalf of the management the decision in the case of Union of India & Ors. V. Rajesh Kumar, reported in AIR 2001 SC 1877 has been cited. In the said decision it has been laid down by the Apex Court that the same mistake in the matter of grant of pensionary benefits given erroneously cannot be directed to be perpetuated on grounds of discrimination or hardship.

11. Accordingly, similar mistake detected in the present proceeding cannot be directed to be perpetuated and these 118 workmen will not also be entitled to get leave benefit.

12. In the result, I hold that the action of the management of LICI in not allowing the benefits of leave viz., casual leave, privilege leave, holidays etc. to 118 concerned workmen as mentioned above cannot be said to be unjustified. The concerned workmen are therefore not entitled to any relief.

HRISHIKESH BANERJI, Presiding Officer

Dated, Kolkata,

The 30th April, 2004.

नई दिल्ली, 19 मई, 2004

का. आ. 1373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II नई दिल्ली के पंचाट (संदर्भ संख्या 64/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2004 को प्राप्त हुआ था।

[सं. एल-12012/90/93-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/93) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 18-05-2004.

[No. L-12012/90/93-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CUM LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R.N.Rai. I.D. No. 64/93

In the matter of :—

Shri Rajeev Narang

VERSUS

Syndicate Bank

AWARD

The Ministry of Labour vide its letter No. L-12012/90/93-IR-B-II, Central Government dt. 1-9-1993 has referred the following point for adjudication. The point runs as hereunder :—

"Whether the A.G.M. Syndicate Bank, New Delhi was justified in dismissing Shri Rajeev Narang with effect from 25-5-1992. If not, to what relief the workman concerned was entitled to ?"

The claimant has filed statement of claim. In his statement of claim, it has been stated that the workman had been working in the clerical cadre of the employer since 20th June, 1980 till he was wrongfully dismissed by the employer on 25th of May, 1992. It has been stated that he was wrongfully involved by the employer in the enquiry proceedings relating to the acts and omissions of the workman's other colleagues.

It has been further submitted that around March, 1988, Shri B.B. achayya deposited on a couple of occasions money totaling about Rs. 86,000/- with the workman. This money was kept by the said Shri Achayya for safekeeping with the workman as Shri Achayya was leaving for his native place in Tamilnadu for his marriage. When the money was given to the workman, he did not suspect any foul play or motive of the said Shri Achayya. Achayya was due to get married during leave and such money would be required for the necessary preparations like purchase of ornaments etc.

The after proceeding on leave from office for quite some time the said Shri Achayya did not collect the aforesaid money deposited with the workman. When the workman came to know that Shri Achayya had already left Delhi, the workman was worried. It was observed by the father of Shri workman Shri T .R. Narang. He enquired about the matter and advised the workman that he should immediately inform the Bank Manager the facts concerning the situation. His father believed that the money was dishonestly acquired and the information should be given to the bank regarding the same. The workman spoke to his other colleague. Shri L.S. Rawat and told him the entire facts. Both the workman Shri L.S. Rawat met their Manager and the workman told the Manager the circumstances in which the aforesaid money came into his possession. The Manager assured that if the money was deposited in the bank, he would assist them.

It was further submitted in that meeting, Shri L.S. Rawat confessed before the Manager that he alongwith the above said Shri Achayya had embezzled the money and sought pardon and requested for a lenient view and the workman believed that the matter has been settled. The Manager told the workman that since the money was in his possession, so he should also be deemed to be involved in the embezzlement. The Manager told them that since they had already confessed, they should write letter regarding the same facts. The workman was left with no other choice but to confess and on the dictation of the Manager on 13th May, 1988, the workman and Shri Rawat wrote confessional letter addressed to the Manager. The Manager assured him that he would take lenient view.

On 15th May, 1988, confessional statement was taken. These statements were dictated by the Manager. The management said that Rs. 27,000/- money in May and July, 1988 in line with the confessional statement. The statement of Shri Rawat and Shri Achayya were taken respectively. The father of the workman encashed his FD prematured and deposited the interest. The workman suspended from 1st of June, 1988.

It has been further submitted that after a huge gap of more than 2 years, the charge sheets were served upon them and the workmen were charged with having committed fraud in respect of Rs. 3,39,000/- and having misappropriated the said amount. The workmen participated in the enquiry and in the enquiry also, he confessed his guilt. He was assured by the Branch Manager that he would not lose his job. No evidence of no other witness was recorded but on the assurances of the Branch Manager, they gave confessional statement during the enquiry also and on their confessional statement, they were found guilty of the charges of misappropriation and they were dismissed from service.

The management has filed written statement. In the written statement, the management has denied the story of the clainant and has denied some of the paragraphs of the written statement and admitted some paragraphs and give a additional pleas. It has been stated in his additional pleas that he had in collusion with two other staff persons withdrawn fraudulently amouts to the tune of Rs. 3,39,000/- while working as a clerk at Dhaula Kuan, New Delhi Brance and in committing this fraud the workman was involved in tampering and destroying of the bank's records to wipe out the evidence. Thereafter, when the fraud came to light he had given a voluntary statement to the Manager of the bank admitting his involvement in the fraud and he had admitted his guilt time and again at different stages.

The workman has filed rejoinder. In his rejoinder, he has stated that he has given his confessional statements on the assurance of the Branch Manager. He was not concerned with the money and he was not involved in the embezzlement of money. The statements of all the three workmen have been taken during the enquiry and he fully participated in the enquiry. Before enquiry Officer, they admitted their guilt so the Enquiry Officer did not take evidence of the other parties. It was argued from the side of the management that an employee can be punished on the basis of only confessional statements. It is correct that only confessional statements are sufficient and for holding guilty in enquiry, no independent evidence has been taken and the person should not be hanged for his confessional statement which he has given on the assurances of the Manager that lenient view will be taken in cases he deposited the money but the Manager of the Branch concerned was not present when the enquiry proceedings were conducted and there is no question of undue pressure of the Manager at least during the enquiry proceedings. They ought to have retracted from their confessional statements during the enquiry proceedings. The two letters stating to be dictated by the Branch Manager. It may be the dictation of the Branch Manager but the Branch Manager advised them to deposit the money and it is not disputed that Rs. 86,000/- initially was not in possession of the workman. The workman has admitted in his statement of claim that

Shri Achayya had given him Rs. 86,000/-. In those days it was a heavy amount and a co-employee will not give the money to the workman and go away from Delhi leaving the money with the workman. It indicates that the workman was involved in the racket of embezzlement and all the three workmen misappropriated Rs. 3,29,000/- of the bank but under fear or good sense or under the advice of the father of the workman that their services would be dismissed so it will be better for them to inform the Manager and to deposit the money so lenient action will be taken against them.

From the side of the workman, in the departmental enquiry regarding admissions, it has been held that only admissions are not sufficient but there must be some other evidence so far as this case is concerned, Rs. 86,000/-+Rs. 27,000/- money was deposted by the workman. The workman stated in his statement of claim that he was in possession of Rs. 86,000/- and his father advised him to deposit the money so the admissions of the enquiry is supported by the deposit of money. In case the workman was not involved from where did he get so much money.

From the side of the workman, 1997-(LB4) GJX-1224-ATCHD has been cited. It has been held that only confessional statements are not sufficient during the enquiry but it must be proved by other evidence. In 1984 (LB2-GJX-0048-GUJ), the person cannot be convicted solely on the basis of the departmental enquiry. 2000 LLR 127l and 1982 IL LLJ Page 11, 1996 (II) SC case 12, AIR 1963, PATNA 177, AND AIR 1963 Page 181, 1966, 1067 SC Page 739 has been cited. I have gone through the decisions of the Hon'ble High Court and the Hon'ble Supreme Court but all the citations by the workman are not applicable in the facts and circumstances of the case.

My attention was drawn 2000 LLR-130. It does not relate to the facts and circumstances of this case. AIR 1930 Patna is also not connected with the facts and circumstances of this case. AIR 1982-SC 663 is about evidence and it is not connected with the facts and circumstances of this case. 1997 LLR Page 608 is regarding moral turpitude. Embezzlement is certainly a moral turpitude. 1997, LLR 612 is not applicable in the facts and circumstances of this case. In 2000 LLR 127I, it has been held that if once misappropriation is proved, the workman cannot be shown any sympathy even if the amount is very little. In 1996 (Part-II) SC cases 12, it has been held by the Hon'ble High Court that on account of the written admission of delinquent, the charge stood proved.

From the perusal of the law cited by the workman and the management, it is quite crystal clear that independent witnesses were not examined. In the enquiry, the workmen accepted their guilt in writing and they said that the charges deemed to be proved against them. They were not under any pressure during the enquiry. They have opened false accounts and deposited the false money and destroyed all the documents regarding the false account and withdrawal of money from those accounts which have not been duly deposited so no document is to be proved.

The claimant has admitted in his claim that the amount was in his possession and on that ground, he has given confessional statement. During the enquiry, there was no pressure even then he gave confessional statement. The deposition of the misappropriated money and the confession proved that the employee forged the account, opened the account, deposited false money in the account and withdrew the money dishonestly, as such the charge of misappropriation is fully proved against the workman. The workman is not liable to get any relief. The law cited by the workman is not applicable in the facts and circumstances of this case. The action of the management is quite right.

The award is replied thus :—

The A.G.M. Syndicate Bank, New Delhi was justified in dismissing Shri Rajeev Narang w.e.f. 25-5-1992. The claimant is entitled to no relief as prayed for.

The award is given accordingly.

Dated :—16-03-2004.

R.N. RAI, Presiding Officer

नई दिल्ली, 19 मई, 2004

का. आ. 1374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलूर के पंचाट (संदर्भ संख्या 226/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2004 को प्राप्त हुआ था।

[सं. एल-12012/255/96-आई.आर.(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1374.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 226/97).of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 18-04-2004.

[No. L-12012/255/96-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"Shram Sadan"

III Main, III Cross, II Phase, Tumkur Road,
Yeshwanthpur, Bangalore-560022

Dated : 29th April, 2004

Present :

Shri A.R. Siddique
Presiding Officer

C.R. No. 226/97

I Party

The State Secretary,
Syndicate Bank Staff Union,
G-6, Manish Towers,
84, J.C. Road,
Bangalore-560002

II Party

The Deputy General Manager,
(Industrial Relations)
Syndicate Bank,
Gandhinagar,
Bangalore-560009

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/255/96/IR (B-II) dated 6th May,1997 for adjudication on the following schedule :—

SCHEDULE

"Whether the action of the Management of Syndicate Bank in imposing punishment of stoppage of one increment with cumulative effect on Shri H. Nagaraj for improper LFC Claim is legal and justified? If not, what relief the said workman is entitled to?"

2. The Secretary, Syndicate Bank Staff Union espousing the cause of the workman Shri H. Nagaraj, has filed the Claim Statement contending that he was working as a confirmed and Permanent Clerk in the 2nd Party Bank and a charge sheet cum show cause notice dated 1-2-88 was issued against him alleging that during June 1984 the workman submitted a LFC bills for Rs.4,800/- claiming reimbursement of Travel Expenses. In respect of this bill, it was alleged that the receipt produced by the workman in support of his claim is not genuine in respect of the journey said to have been undertaken by him and his family members and that the family members in respect of whom he has claimed the travel expenses declaring them as dependants were not actually dependent on him during the material period. It was alleged that the workman had claimed LFC in respect of his wife, father, mother, sister and brother. It was also stated that the workman is charged with committing a gross misconduct of doing acts prejudicial to the interest of the Bank vide clause 19.5 (J) of the Bipartite Settlement.

3. It was also stated that the Bank is prepared to consider the case of the workman under Clause 19.12 (a) if he makes a voluntary admission of his guilt in which case stoppage of one increment with cumulative effect will be imposed as punishment. It was also stated that this will be valid only if he makes a voluntary admission of his misconduct under 19.12 (e) of the Bipartite Settlement within a week on receipt of the charge sheet; that in case the workman does not admit the charges within one week on receipt of the charge sheet, the management will be free to proceed with the case on merits, and if the workman is found guilty of the charges leveled, the management would be free to impose upon the workman such punishment as it may think proper without in any way being found the offer made. Thus it was clear that the show cause notice was in fact not a show cause notice, but an act of threat and coercion. It was clear from the show cause notice that if the workman makes voluntary admission of misconduct, penalty of stoppage of one increment with cumulative effect would be imposed and if the workman does not make voluntary admission but seeks to defend himself, higher penalty including the dismissal would be imposed. Therefore, it is clear that it was not a clear and free offer; that the workman submitted his reply to the said charge sheet cum show cause notice wherein he admitted his mistake (not misconduct) in submitting a bill obtained from M/s. Sunna Transport Company for having undertaken a journey with his family members and incurred the expenses as shown in the bill. He also pleaded that the penalty of stoppage of one increment with cumulative effect is harsh and therefore he may be just warned and file may be closed. However, the Disciplinary Authority imposed the punishment of stoppage of one Increment with cumulative effect proceeding on the assumption that the workman has admitted the charges voluntarily. The appeal preferred by the workman against the punishment order also came to be rejected. It was contented that the workman gave his letter dated 1.3.1988 and it was done on a clear oral understanding between the management and the Union that in case the workman submit his reply, he will be given a punishment of warning or stoppage of increment without cumulative effect. This fact was brought to the notice of the management by the union but to no avail. Therefore, the punishment order is liable to be set aside.

4. The Second Party Management filed its Written Statement alleging that the workman availed false leave Fair Facility bills of Rs.4, 800/- by declaring some of his non dependent members as dependents and thereby committed a gross misconduct of act prejudicial to the interest of the Second Party Bank. It was contented that Clause 19.12(e) empowers the management to serve show cause notice on the employee informing him of the charge of misconduct and the punishment he would be visited with. Thereby giving an opportunity to the workman that in case he admits the guilt, voluntarily, he will be given a punishment as proposed in the charge sheet cum show cause notice and in case he does not plead guilty the normal procedure of conducting enquiry and disciplinary action will be taken up and on finding the workman guilty of the misconduct, he will be imposed with the punishment keeping

in view the gravity of the misconduct committed by him.

5. In this case the workman admitted his misconduct using the word 'mistake' and not 'misconduct' and that does not mean that he did not admit the guilt and did not agree to the punishment proposed in the said charge sheet cum show cause notice. Therefore, the punishment of stoppage of one increment with cumulative effect itself was a minor punishment as compared to the misconduct committed by the first party workman and he must be thankful to the lenient view taken by the management instead of challenging the punishment order.

6. During the course of trial, the Second Party Management got marked four documents viz. the Charge Sheet, the reply given by the workman, the proceedings of the Disciplinary Authority and the proceedings of the Appellant Authority. There was no oral evidence adduced by the management. The first party workman did not choose to lead any oral or documentary evidence.

7. During the course of argument, learned Counsel for the workman submitted that the punishment of stoppage of one increment with cumulative effect was too harsh,a penalty whereby the benefit of one increment will be denied to the workman through out his service. He submitted that such a severe punishment was not called for, particularly, the workman having admitted the mistake in the very beginning and for having reimbursed the claim of Rs. 4,800/-, he had already withdrawn. He submitted that at the time of submitting of the reply by the workman to the charge sheet, there was also an understanding between the union and the management that the workman will be punished by giving a warning much less the stoppage of increment.

8. After having gone through the records including Chargesheet, the reply given by the workman and the admitted fact that the workman refunded the amount he had already drawn submitting the aforesaid bill of Rs. 4800/- so also taking into consideration that a period of 15 years has already been passed from the date of punishment order. It would appear to me that end of justice will be met if the punishment order is modified by limiting the period of cumulative effect up till the date of passing of this award. Accordingly reference is answered and following order is passed.

Order

Reference is partly allowed. Punishment order passed by the Disciplinary Authority is modified as under :—

One increment of Shri H. Nagaraj, the workman is hereby stopped for a period of one year from the date of this award. The punishment order passed by the Disciplinary Authority stopping the increment with comulative effect shall come to cease as on the date of this award.

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 18 मई, 2004

का. आ. 1375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन केन्द्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सीजीआईटी-21/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2004 को प्राप्त हुआ था।

[सं. एल-42012/291/99-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 18th May, 2004

S.O. 1375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-21/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Doordarshan Kendra and their workman, which was received by the Central Government on 18-05-2004.

[No. L-42012/291/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-21/2000.

Reference No. L-42012/291/99/IR (DU)

Sh. Fakrrudin,
S/o Sh. Sarffudin,
Chatikna Bagur Masjid Area,
Karauli. ...Applicant

Versus

1. Union of India,
   Department of Doordarshan,
   New Delhi.
2. The Station Engineer (S.E.),
   Doordarshan Kendra,
   Karauli Distt., Karauli.
3. Assistant Engineer,
   Doordarshan Relay Kendra,
   Karauli. ....Non-applicants

Present :

Presiding Officer	:	**Sh. R.C. Sharma.**
For the applicant	:	Sh. Sharat Shethi
For the non-applicants	:	Sh. Bhanwar Bagri.
Date of award	:	5-4-2004

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Sections 1 and 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (herein after

referred to as the Act) has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the termination of services of Sh. Fakrrudin S/o Sh. Sarfeedin by the management of Doordarshan Kendra, Karauli w.e.f. 16-5-99 is legal and justified? If not, to what relief the claimant is entitled and from which date?"

2. Pursuant to the reference, the workman in his statement of claim has averred that he was appointed as Watchman (Chowkidar) by the Assistant AEN, Doordarshan Relay Kendra, Karauli on 1-2-98 on the salary of Rs. 1000 per month, who uninterruptedly worked up to 16-5-99. He has further stated that at the Doordarshan Kendra, Karauli, one post of Chowkidar and another post of Helper are lying vacant, but his service was orally terminated on 16-5-99 by the management. He has pleaded that after the termination of his service, the new hands viz. Sh. Vinod Kumar and Sh. Madan Mohan have been appointed by the non-applicant management. The workman has pointed out that prior to his termination, no notice was served upon him nor the retrenchment compensation was paid to him. He has admitted that on raising an industrial dispute before the Conciliation Officer, the non-applicant management on 6-8-99 had paid him the arrears of salary pertaining to two and half months amounting to Rs. 2500 through the cheque. He has prayed that the termination order dated 16-5-99 may be declared as illegal and unjust and he may be reinstated into the service with its continuity.

3. In turn, the non-applicants, resisting the claim of the workman, have stated that since Doordarshan has been converted into a Corporation, the impleading of the Central Government amounts to misjoinder of the parties, that the non-applicant establishment does not fall within the definition of the industry as defined under the Act, that the workman was engaged by the management on the need of the work and on daily basis and that no post of the Watchman was created under the management. They have further pleaded that the claimant had left the job deliberately and that as per rules, only the ex-servicemen belonging to defence are appointed after following the prescribed procedure for appointment. They have denied that the workman has uninterruptedly worked with the management.

4. On the pleadings of the parties, the following points for determination were framed :—

I. भारत संघ का क्लेम में पक्षकार बनाया जाना पक्षकारों का कुसंयोजन है ?

II. आया प्रसार भारती क्लेम में आवश्यक पक्षकार है ?

III. आया विपक्षी संस्थान 'उद्योग' की परिभाषा में नहीं आता ?

IV. आया प्रार्थी ने विपक्षी संस्थान संख्या - 3 के अधीन चौकीदार के रूप में दिनांक 1-2-1998 से 16-5-1999 तक कार्य किया ?

V. आया प्रार्थी ने विपक्षी संस्थान में सेवा समाप्ति के पूर्व के वर्ष में 240 दिन से अधिक कार्य किया ?

VI. आया अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति अधिनियम 1947 की धारा 25-एफ, जी व औद्योगिक विवाद (केन्द्रीय) नियम 1957 के नियम 77 का उल्लंघन कर की गई ?

VII. आया प्रार्थी को विपक्षी संस्थान में कार्य की उपलब्धता के कारण अंशकालीन आधार पर अंतरिम व्यवस्था के तहत नियोजित किया गया था, यदि हाँ तो इसका प्रभाव ?

VIII. आया प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

5. In the oral evidence, the workman has submitted his affidavit who was cross-examined on behalf of the non-applicants, In the defence, the affidavits of Sh. Prem Chand Gupta, AEN and Sh. S.K. Singh, officer in-charge of the case were placed on the record, who were cross-examined on behalf of the workman.

6. Both the parties have led the documentary evidence as well as the oral evidence in support of their case.

7. I have heard both the parties and have gone through the record. The point-wise discussion follows as under :—

Point Nos. I & II

8. Since the facts involved under both these points are identical, these are being discussed together.

9. The ld. representative on behalf of the non-applicants has argued that the Union Government of India is an unnecessary party in the dispute, whereas Prasar Bharti Nigam being a necessary party has not been impleaded by the workman. Hence, the reference is invalid.

10. I have considered the contention advanced on behalf of the ld. representative for the workman. A peep into the order sheet dated 12-2-2001 discloses that the representative for the workman had moved an application that since the Doordarshan has been converted into a Corporation; hence, in place of the non-applicant No. 1, the Chairman, Prasar Bharti Nigam, New Delhi may be impleaded as the necessary party. On behalf of the non-applicants, the application was not contested and this Court has ordered accordingly. Hence, both these points have already been disposed of by the order passed by this Tribunal on 12-2-2001 and they do not require any further discussion.

Point No. III

11. The ld. representative on behalf of the non-applicants contends that Prasar Bharti Nigam is not an industry as contemplated under Section 2-J of the Act. In support of his contention, the ld. representative has relied upon **2003 Lab IC Jharkhand 3252.** In this case, the management of original owner i.e. Coke Oven Plant was taken over by BCCL about two months after the date of termination of the employee and the erstwhile employer who had jurisdiction to terminate service was not impleaded

as party to reference. The reference, therefore, was considered to be invalid. Apparently, the facts of the referred case are not applicable to the case at hand.

12. As against it, the ld. representative for the workman submits that the non-applicant organization falls within the definition of the industry as defined under the Act and in support of his submission, he has drawn my attention towards the decision reported in **1993 (III) LLJ MP 466** wherein the Hon'ble court has observed that **"Therefore, it is clear that employees of the All India Radio came within the definition of the word Industry as defined in Section 2 (j) of the Industrial Disputes Act, 1947 and respondent No. 2 was a workman under Section 2-S".**

13. Thus, the ld. representative for the workman derives assistance from the judgment referred supra and the point is answered in the affirmative in favour of the workman and against the non-applicants.

Points No. IV, V & VII

14. Since all these points pertain to a common question as to whether the claimant was appointed by the management to the post of Chowkidar or whether he was employed on casual basis and whether his termination amount to retrenchment, they are being taken up together.

15. The first point with which I am faced is as to whether the workman was appointed to the post of Chowkidar by the management who had completed 240 days with the management.

16. The ld. representative for the workman submits that the workman was appointed as Chowkidar who continuously worked in the aforesaid period. However, the ld. representative admits that it is evident from the record that the workman has worked for 206 days in the year 1998 and 90 days in the year 1999. As per his submission, in the preceding year to the termination i.e. from 15-5-98 to 15-5-99, the workman has only completed about 224 days. The ld. representative further submits that when the holidays are counted with the 224 working days, then the total number of days exceeds over 240 days. In support of his case, the workman has placed his reliance upon the copy of the tools register Ex. W-2 to W-6, which were maintained by the management and on the basis of these documents, when the number of working days are counted, they come out to 224 days *in toto*. The ld. representative for the workman in support of his contention has also drawn my attention towards the calculation sheet Ex. 51 produced by the non-applicants on the record and has asserted that even on the basis of this document, it is established that the workman had worked for 224 days during the preceding year to the termination.

17. On the side of the non-applicants, similar submission has been advanced that the workman had not completed 240 days in the preceding calendar year to the termination and the ld. representative contends that on this count, the present case does not fall within the definition of the retrenchment. Thus, admittedly the workman had not performed for 240 days with the management and even if the holidays during the preceding year are counted, the legal requirement of completion of 240 days is not fulfilled. As such, since the workman had not completed 240 days of work with the management the management is under no obligation to comply with the provision under Section 25-F of the Act.

18. Now, I advert to the next question as to whether the workman was appointed on the basis of the need of the work/as casual wager or he was appointed as a part-time employee.

19. The workman in his cross-examination has emphatically stated that he was appointed as Watchman on the salary of Rs. 1000 per month, who was paid the wages through the vouchers. He has further deposed that he was not employed on contractual basis but he was working as a temporary employee of the establishment. In the cross-examination, MW-1, Sh. Prem Chand has admitted that the workman had worked for 296 days in both the years with the management as chowkidar, who put his signatures in the tools register (Ex. W/2 to W/6) and these tools registers also bear the signatures of the concerned authorities of the management. He has further admitted that the workman performed the work about 4 hours per day, who was paid Rs. 50 per day which was increased to the tune of Rs. 60 per day in the year 1999 and has clearly admitted that he was employed as a part-time employee. The witness has further admitted that the work of the Watchman is of permanent nature in the non-applicant management. Similarly, MW-2, Sh. S. K. Singh, officer in-charge, has also admitted that as per the calculation sheet Ex. 51 filed on behalf of the non-applicants, the workman has worked for 296 days in total with the management.

20. Thus, the admitted facts which emerge out of the record are that the workman was employed as chowkidar by the management, who had worked for 296 days in total in both the years with the management. The ld. representative for the workman contends that even the part-time worker employed by the employer is a workman as defined under the Act. In support of his contention, he has placed his reliance upon **LLJ 1997 (I) Rajasthan 817.**

21. In the aforesaid judgment, the Hon'ble court has observed that **"in our opinion, part-time worker employed by the employer is a workman within the meaning of the Industrial Disputes Act, and as such, the petitioner-respondent is a workman within the Act".** Similar view has been taken in **1991(I) LLJ Rajasthan 501.** Therefore, the contention advanced on behalf of the workman finds assistance from the aforesaid judicial pronouncements and consequently, it is held that even if the claimant was appointed as a part-time employee by the management, he falls within the purview of the definition of the 'workman'.

22. The ld. representative on behalf of the non-applicants has contended that no post of Watchman existed with the management and, therefore, the applicant could not be appointed as a part-time employee, but he was a casual worker. In support of his contention, the Ld. representative has placed his reliance on **2003 Lab IC Madras 3320.**

23. As has been stated earlier, MW-1, Sh. Prem Chand Gupta in his cross-examination has admitted that the management requires the work of a Chowkidar and the said work is now carried out by the home guards. Further, he has clearly admitted that the work of Chowkidar is of a permanent nature. He has deposed that from August, 1999, the management is employing the home guards as Chowkidars and a Chowkidar is paid about Rs. 2500 per month. Thus, the contention canvassed by the ld. representative for the non-applicants is not fortified from the deposition of the management witness and the facts of the referred to case are not applicable to the present controversy being distinguishable from it.

24. On the basis of the aforesaid analysis of the facts, it is established that the workman had not completed 240 days during the preceding calendar year to the termination with the management, but he was employed as Chowkidar by the employer who had completed about 296 days during the period commencing from 1-2-98 to 16-5-99.

Point No. VI

25. So far as the compliance of Section 25-G of the Act is concerned, there if no specific pleading in the statement of claim that at the time of the termination of the service of the workman, junior employees to him were retained by the management. He has not even disclosed the names of any such employees in his affidavit. Hence, this point is decided against the workman.

Additional Point

26. Although with regard to the compliance of the provision under Section 25-H of the Act, no point could be framed earlier by the Tribunal, yet the parties have incorporated their pleadings with regard to the appointment of the fresh hands by the management after the termination of the workman. Therefore, it would be expedient to adjudicate on this point at this stage.

27. The workman at para 10 of his statement of claim has averred that after the termination of his service w.e.f. 16-5-99, Sh. Vinod Kumar and Sh. Madan Mohan were appointed by the management in his place without offering him an opportunity of employment. This facts has been denied by the non-applicants in their counter. Both the parties have also led their evidence on the point.

28. MW-1, Sh. Prem Chand Gupta in his cross-examination has admitted that after the termination of the service of the workman, Vinod Kumar and Madan Mohan were employed by the management without issuing any notice for employment to the workman.

29. On the other hand, no such question could be put to the workman in his cross-examination who stands unshaken on this point. Thus, there is a clear admission on the part of the management that after the termination of the service of the workman, the management had recruited fresh hands without offering an opportunity of employment to the workman and has acted in violation of the provision under Section 25-H of the Act.

30. The ld. representative for the workman has then contended that Section 25-H is independent of Section 25-F and if the workman could not be able to establish his case under Section 25-F of the Act, it is still open to him to make out his case under Section 25-H of the Act. In support of his contention, the ld. representative has drawn my attention towards the decisions reported in **1996 LLJ (II) SC 820** and **2002 (I) WLC (Rajasthan) 296.**

31. In **1996 LLJ (II) SC 820.** The Hon'ble Apex Court has observed that **"application of Section 25-H to the other retrenched workmen not covered by Section 25-H, does not, in any manner, prejudice those covered by Section 25-F.....for re-employment".**

32. This view has been followed by the Hon'ble Rajasthan High Court in **2002 (I) WLC 296** wherein the Hon'ble Court has expressed its views as below :

> **"After going through all the authorities as mentioned above, I am of the opinion that the Supreme Court in the case of Central Bank of India (supra) had settled the matter that even the workman who has not completed 240 days in a calendar year do fall under the beneficial provisions of Section 25H r/w Rule 77 and 78 which is fairly applicable in the present case."**

33. In the light of the decisions supra, submission made by the ld. representative for the workman is fortified and becomes tenable. Thus, it is held that the non-applicant management has not complied with the provision under Section 25-H of the Act and this point is decided in favour of the workman and against the management.

Point No. VIII-Relief

34. In view of the aforesaid observations and on account of the decision of the additional point pertaining to Section 25-H of the Act in favour to the workman, his claim deserves to be allowed. In the statement of claim, the workman has not embodied the fact of the unemployment since his termination nor he has described this fact in his affidavit. Hence, under these circumstances, I do not deem it appropriate to award the back wages to him.

35. In the result, the reference is answered in the affirmative in favour of the workman and it is held that the termination of service of the workman Sh. Fakrrudin by the management of Doordarshan Kendra, Karauli w.e.f. 16-5-99 is illegal and unjustified. He is entitled to be reinstated in the service with its continuity. However, under the circumstances, he is not entitled to get the back wages. The award is passed in these terms accordingly.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 18 मई, 2004

का०आ० 1376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केरल मिनरल्स एण्ड मेटल्स लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय कोल्लम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2004 को प्राप्त हुआ था।

[सं० एल-29011/28/2000-आई०आर० (एम)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 18th May, 2004

S.O. 1376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Kollam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kerala Minerals and Metals Ltd. and their workman, which was received by the Central Government on 12-05-2004.

[No. L-29011/28/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COST OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 12th day of April, 2004)

PRESENT:

SHRI C. N. SASIDHARAN

Industrial Tribunal

In

Industrial Dispute No. 95/2000

Between

The Managing Director, Kerala Minerals and Metals Ltd., Sankaramangalam, Chavara, Kollam — Management

(By S/s. U. K. Ramakrishanan & P. V. Lohithakshnan, Advocates, Ernakulam)

AND

Titanium Labours Congress, Sankaramangalam, Chavara P.O. Kollam — Union

(By S/s. N. Sukumaran & Palakasserial R. Mohan Kumar, Advocates, Kollam)

AWARD

The Government of India, by Order No. L-29011/28/2000/IR/(M) dated 11-9-2000 have referred this industrial dispute for adjudication to this Tribunal.

The issues for adjudication are the following :

"Whether the action of the management of Kerala Minerals and Metals Ltd., Chavara, in not allowing pay, grade and other consequential benefits to 270 select listed persons from 1984, who were appointed on regular basis on 19-6-99, at par with 172 persons whose services were regularised in the year 1983, is justified? If not to what relief those 270 workers are entitled?

"And whether the remaining persons of the select list of 1984, who are yet to be regularised are also entitled to pay, grade and other consequential benefits from 1984 equal to those 172 persons who were regularised? If so, what would be the relief?"

2. The case pleaded by the union is briefly as below : The management company made selection for appointment as workers Gr. II in the month of April/May 1994 and prepared two lists. The first list consisted of 182 persons and the second list at 382 persons. 172 persons in the first list were appointed on a regular basis in 1984 and the remaining 392 persons were being engaged as casual workers. They continuously worked since 1984 and have worked more than 240 days on every year from 1984. 270 persons were regularised in the scale of Rs. 2200-25-2300-30-2400-40-2580-50-2780-60-2900 on 19-6-99. They were getting minimum Rs. 2200/- and allowances. They are entitled to retirement benefit on the basis of length of service from 1984 and pay and allowances last drawn. There were vacancies to absorb remaining persons also from 1984 onwards but the management failed to do so. Other similarly placed and appointed in 1984 are now drawing basic pay of Rs. 4000/- and allowances thereon. All the workers in the two lists were all along doing identical works. Regular hands were given periodical increments and grades which were denied to others. The persons who are to be regularised are entitled to get wages and other benefits equal to that of others who were regularly appointed in 1984. The prayer is for regularisation and refixation of pay and allowances and also disbursement of arrears of wages. retirement benefits etc.

3. The case pleaded by the management is briefly as below :

This dispute is not maintainable either in law or on facts. The management is a Government of Kerala undertaking which owns two industrial units. The first one is Mineral Separation Unit and the other is Titanium Dioxide Pigment Unit (pigment unit). The present dispute is pertinent to pigment unit. The contesting union is one of the five unrecognized by the management and this union is not representing the entire casual workers under the management as the casual worker are organised under five unions. Since other four unions have not raised any dispute, the present dispute will not constitute an industrial dispute coming within the purview of sec. 2(k) of the Industrial Disputes Act ('the Act' for short). This dispute is therefore bad for not joinder of necessary parties as well. In the year 84 the management decided to conduct selection for the post of worker Gr. II. The management acquired land belonging to several persons for setting up the project and several families have to be evicted consequently. There was an understanding that while

making recruitment of manual labourers and other category directly preference will be given to land effect of persons. There was demand from other local people for preference in employment. The present union was not even registered at that time and it started representing casual workers in '97 only. Based on the report of Kerala State Productivity Counsel the Government accorded sanction for creating 220 posts for worker Gr. II in pigment unit. Thereafter the management regularised service of 270 casual workers including 50 available vacancies. Management has given retirement benefits to those who were retired from service provided they completed 240 days service in a calendar year. The management has not denied any legal rights of casual workers. Even if the casual workers are not regularised were working for more than 240 days in a year, the same would not give them any legal right for regularisation in service. Recruitment in various posts under the management is governed by rules and only if there are sanctioned post the management can regularise service of casual workers subject to approval of the Government. The management regularised service of some casual workers in '86 and remaining few vacancies could not be filled up due to objections raised by the union as they are of the view that regularisation of service of those casual workers would reduce the availability of work of remaining casual workers. The claim for equal pay with that of regularised casual workers is unsustainable as it is against settled principles, of industrial jurisprudence. There was no necessity to engage all the casual workers for more than 240 days and the management was engaging casual workers subject to availability of work. The management has extended the validity of the select list after three years with the *bonafide* intention or regularising the service of all workers. The present union which formed in the year '97 has not right or *locus standi* to raise any contention against the management with regard to regularisation of casual workers particularly when there are other unions representing the casual workers. The permanent workers Gr. II are not doing the same work being done by other casual workers. The nature of work cannot be equated with the work of regular worker Gr. II. The management is paying wages to casual workers as per Kerala Casual Temporary and Badli Workers (wages) Act '89 as demanded by the union. Casual workers are getting minimum wages payable to a permanent worker under the management and the management has not denied any legal rights of casual workers. The union cannot seek regularisation from '84 and claim wages equal to that of regularised workers. Casual worker can claim pay, grade and other consequential benefits only after regularisation in service. According to the management the union is not entitled to any other relief.

4. One of the workers involved in this dispute has filed proof affidavit in support of the claim and was cross examined as WW1. Exts. W1 to W10 have been marked on the side of the union. The manger (WRD) of the management has filed proof affidavit in support of the case of management and was cross examined as MW1. Exts. M1 to M15 have also been marked on the side of management.

5. According to the management this reference is bad in law as this dispute cannot be treated as an industrial dispute coming within the purview of Sec. 2(k) of the Act. It is pointed out by the learned counsel for the management that the union which raised this dispute was one of the five unions recognised by the management of enlisted casual workers and the other four unions which commanded the support of majoirty of casual workers have not raised any dispute on the subject to involved here. The union has not adduced any evidence to show total number of workers represented by it and to establish that majority of the casual workers are now represented by the contesting union which has raised this dispute. There is no dispute that the casual workers are represented by five unions including the contesting union and the other 4 unions have not raised any dispute. As it is not established that the contesting union represents majority of the casual workers involved here, it cannot be treated as an industrial dispute coming within the purview of Sec. 2(k) of the Act. This reference is therefore bad in law. However I shall consider the dispute between the parties on merits as well.

6. The union is claiming pay, grade and other consequential benefits to 270 select listed persons at par with persons who were appointed on regular basis in the year, '84. Admittedly the mangement has prepared Exts. W1 and W2 select lists of casual workers and the management is a Government of Kerala undertaking. It is also not disputed that the management requires sanction of the Government of Kerala for creation of various posts and also additional posts. According to the management the persons included in the select lists were engaged as casual workers on rotation basis subject to occurance of vacancies and on rotation basis. In the year 1988, 172 candidates from Ext. W1 list were given appointment as Gr. II workers on regular basis. As there were no sanctioned posts, remaining ten candidates included in Ext. W1 list and 382 candidates included in the 2nd list Ext. W2, could not be offered appointment according to the management. It is not proved otherwise also. As the validity of the select list was due to expire the management decided to keep select list live till all the candidates were offered appointment as workers Gr. II subject to Government approval which is evident from Exts. M2 and M2-a documents, the minutes of the meeting of Board of Directors of the management. Thereafter it is evident from Ext. M4 letter addressed to the Government by the management that the management sought approval of Government for filling up available vacancies which was 47 as on 13-1-92. In the meanwhile of origianl petitions were filed between the High Court of Kerala by concerned persons and the High Court by Exts. M5 and M6 judgments held that the management has to follow the select list and persons who are not included in the select list will not be

appointed before exhausting the select list. Though the management has initiated steps to fill up 47 vacancies, the unions objected on the ground that such regularisation will affect their scope for getting employment to all the casual workers. That resulted in Ext. M7 settlement agreeing to drop filling up of 47 vacancies and the unions wanted to ensure maximum number of days engagement on rotation basis. WW1, the executive member of the contesting union, has admitted that he was a member of INTUC till the formation of his present union and his earlier union was party to Ext. M7 settlement. Thereafter the unions raised the issue of absorption of casual workers and it was decided to assess possible vacancies due to intervention of Minister for Industries as seen from Ext. M9. As a result of that, the Kerala State Productivity Counsel conducted the work study and recommended that there is additional requirements of 270 regular workers for unskilled work in the company. The management accordingly requested Government for granting approval to fill up the 50 existing vacancies and also to create 220 additional posts and the Government by Ext. M10 order approved the proposal of the management. Prior to that the unions representing casual workers and the management in the presence of the Industries Minister agreed to regularised 270 casual workers and entered into Ext. M11 minutes in which the contesting union is also a party. Therefore the contention of the union that the management has not taken earnest efforts to regularise these remaining casual workers from '84 and purposely delayed regularisation is without force.

7. From the above factual position it is clear that the management was not in a position to regularise all the casual workers and their attempt to regularise 47 persons was actually objected to by the unions. On the basis of Ext. M11 settlement in which the contesting union is also a party, Government has issued Ext. M12 order and this union is bound by Exts. M11 and M12. Ext. M7 makes it further clear that as on 4-1-95 when Ext. M7 settlement was arrived at, there were only 47 vacancies remained to be filled up. After Ext. M12 Government Order the management has issued appointment orders to casual workers included in Exts. W1and W2 select lists. Ext. M1 is the appointment order issued to WW1 and he has accepted the terms and conditions stated in Ext. M1. It is specifically stated in Ext. M1 that the appointment was offered on probation for a period of one year and he will be confirmed as a worker Gr. II after satisfactory completion of probation. Similar appointment orders were issued to other casual workers who were given appointment as per Ext. M12 Government Order and they also accepted the terms and conditions. So the workers and the union are estopped from raising any claims against such appointment orders and the casual workers cannot putforward any claims against the management contrary to the terms and conditions mentioned above.

8. The claim of the workers is for pay, grade and other consequential benefits at par with the persons who were already regularised contending that they also discharged the very same duties and functions. As a matter of fact they are seeking retrospective regularisation of service and claiming the benefits at par with candidates appointed in the year 86. As the retrospective regularisation is not permissible under law as pointed out by the High Court of Kerala in Thankaraj *Vs.* Kerala Water Authority ('01 KLT 23), the present claim is unsustainable. The court in that case while considering regularisation of service of provisional employees has pointed out in para. 2 of the judgment that if ad hoc service is regularised from back date, it will disturb seniority of regularly appointed employees in the cadre. It is further pointed out that originally regularisation must take effect positively and not retrospectively.

9. According to the union the casual workers included in the select lists were having more than 240 days of continuous service as casual workers since '84 and therefore they are eligible to be regularised and to get pay and other benefits being given to regularised casual workers. The only evidence available in support of this contention is Exts. M14 and M15 attendance card issued to Sri. Viswambaran and WW1, Sri. Sukumaran. As per Ext. M15 Sri. Viswambaran was not having 240 days of service upto the year '95. In the case of WW1 he was having more than 240 days working from '88 and not from '84. The management was not called upon to produce any other documents to prove the present contention of the union. Even otherwise completion of 240 days of continuous service will not give any legal right for regularisation unless and until it is established that there were existing sanctioned posts and approval of the Government. In the instant case there is no such evidence at all. Admittedly these casual workers were getting work on rotation basis only which further proves that all of them were not engaged daily. By Ext. M12 order only the Government has given approval for creation of 220 posts and filling up of 50 existing vacancies. Therefore the contention that the workers are eligible to be regularised and are entitled to get pay and other benefits at par with persons already regularised, is devoid of merit.

10. Now remains the claim for equal pay for equal work. According to the union the casual workers involved here were doing the very same work as done by the casual workers who were regularised in service from '84 and therefore these workers are also entitled to get equal pay on the principle of equal pay for equal work. There is no dispute that the casual workers were paid minimum wages payable to permanent workers under the management on the request of the unions for extending the benefits of Kerala Casual Temporary and Badli Workers (wages) Act '89. It is now settled law that daily rated workers cannot be treated on par with persons in regular service. According to the management the casual workers were engaged for all types of works according to the necessity and there is no evidence adduced by the union that the casual workers in

question were doing the same work being done by regular workers. It may be noticed that it is evident from Ext. M12 Government order that there were 474 casual workers engaged in the pigment unit and the Kerala Productivity Counsel recommended creation of 270 posts of workers Gr. II. That itself shows that all the workers were not doing, the very same work as done by the regular workers. In the absence of any such evidence in support of the claim of the union, the casual workers engaged on daily wages cannot claim wages and other benefits on par with persons in regular service.

11. The above view is supported by the following decisions. The Supreme Court has considered the claim of temporary daily wages employees on par with regular employees in Ghaziabad Development Authority & Other *V.* Shrivikram Chandhory & Others, ('95-II-LLJ 703). The court held that when no regular posts are available for appointment the question of making pigment on par with regular employees does not arise. The Supreme Court again in State of Haryana and Other *v.* Jasmersingh and others ('97(2) LLJ 667) has considered the application of principles of equal pay for equal work. After elaborate discussion the court held that the daily rated workers cannot be equated with regular workers for purpose of wages. The court in para. 6 of the judgment has pointed out that the application of the principle of 'equal pay for equal work' requires considereation of various dimensions of a given job. Further the accuracy required and the dexterity that the job may ential may differ from job to job. The court has further stated that it must be left to be evaluated and determined by an expert body. In the case on hand there is no such finding and no supporting evidence. The observations made by the court in para. 9 of the judgment are worth quoting as below :

> "Daily-rated workers are not required to possess the qualification prescribed for regular workers, nor do they have to fulfil the requirement rebating to age at the time of recruitment. They are not selected in the manner in which regular employees are selected. In other words the requirements for selection are not as regorous. There are also other provisions relating to regular service such as the liability of a member of the service to be transferred, and his being subject to the disciplinary jurisdiction of the authorities as prescribed, which the daily rated workmen are not subjected to. They cannot, therefore, be equated with regular workmen for the purposes of their wages. Nor can they claim the minimum of the regular pay-scale of the regularly employed."

The Punjab and Haryana High Court in Ranbirsing *V.* State of Haryana and other ('01 (1) LLJ 177) held that daily rated workers cannot be treated on par with persons on regular service and defferentiation on basis of responsibility and and confidentiality will be valid. The court has further pointed out that the principle of equal pay for equal work is not easy to apply.

12. The union in support of the claim has brought to the notice of this Tribunal a decision of the Supreme Court in Dhirendra Chamoli and another *V.* State of Uttar Pradesh ('86 (1) LLJ 134). In that case also the apex court considered the principle of equal pay for equal work holding that Class-IV employees engaged on casual basis are entitled to same salary and allowances like employees appointed on regular basis. But there the management has admitted that the persons engaged as casual workers were performing same dues as done by Class-IV employees appointed on regular basis against sanctioned post. On the basis of that admission of the employer, the apex court directed to pay equal pay to casual workers. But in the instat case the management is denying the claim of the union that the casual workers involved here were doing the same work being done by regular workers and the union failed to prove it otherwise. Therefore the above decision of the Supreme Court cannot be made applicable here particularly in the light of the subsequent decision reported in '97 (2) LLJ 667 (supra).

13. For the foregoing discussion, I hold that the action of management of Kerala Minerals and Metals Ltd. in not allowing pay, grade and other consequential benefits to 270 select listed persons from '84 and regularised on 16-9-99 and the remaining persons of the select list who are yet to be regularised at par with 172 persons whose services were regularised in the year '84, is fully justified. The workers represented by the contesting union are therefore not entited to any relief in this reference.

An award is passed accordingly.

C.N. SASIDHARAN, Industrial Tribunal

APPENDIX

Witness examined on the side of the Workman :

WW1. Sri. Sukumaran.

Witness examined on the side of the Management :

MW1. Sri K. Anil.

Documents marked on the side of the Workmen :

Ext. W1. Photocopy of select list prepared by the mangement containing names of 182 persons

Ext. W2. Photocopy of select list prepared by the management containing names of 382 persons

Ext. W3. Memorandum of settlement entered into between the management and their workman dated 12-8-87

Ext. W4. Memorandum of settlement entered into between the management and their workman dated 10-1-92

Ext. W5. Memorandum of settlement entered into between the management and their workman dated 27-5-97

Ext. W6. Memorandum of settlement entered into between the management and their workman dated 28-5-99

Ext. W7. Balance sheet and Profit & Loss Account of management for the years 1997-98, 1998-99 and 1999-2000

Ext. W8. Copy of the certified standing orders of Titanium Doixide Pigment Unit of the management

Ext. W9. Photocopy of appointment letter issued to Sri. K.N. Nandanan Dated 31-1-86

Ext. W10. Photocopy of appointment letter issued to Sri. Abdul-Salam dated 1-11-99.

Documents marked on the side of the Management :

Ext. M1. Copy of the appointment order dated 1-11-99 issued by the management to Sri. C. Sukumaran WW1 appointing him as a worker Gr.II

Ext. M2. True extract of the minutes of the 88th meeting of the Board of Directors of the management company held on 8-2-1988 and the agenda of the said meeting

Ext. M3. Copy of the notice dated 15-5-89 displayed by the management

Ext. M4. Letter dated 23-11-93 sent by the management to the Secretary to Government, Industries Department

Ext. M5. True copy of the judgement dated 5-11-98 of the Hon'ble High Court of Kerala in OP. No. 9673/99 dated 3-9-99

Ext. M6. True copy of the judgement of the Hon'ble High Court of Kerala in OP. No. 9673/99 dated 3-9-99

Ext. M7. True copy of the minutes of the meeting held on 4-1-95 between the unions and the management on the issues relating to the casual workers

Ext. M8. True copy of the result of the referendum of unions representing the casual workers held on 5-1-99.

Ext. M9. True copy of the minutes signed on 9-8-96 between the unions and management in the presence of the Minister for Industries

Ext. M10. True copy of the letter dated 15-5-98 sent by the management to the Secretary to Government, Industries Department

Ext. M11. True copy of the minutes of the meeting held on 30-3-99 with the recognised trade unions and the list of participants of the meeting, in the chamber of Minister for Industries and Social Welfare

Ext. M12. True copy of the G.O. (MS) No. 151/99/ID dated 26-10-99 issued by the Government of Kerala

Ext. M13. True copy of the appointment order issued to Sri. M. Viswambaran who is an office bearer of the union on 1-11-99

Ext. M14. The attendance details of Sri. M. Viswambaran, Card No. 89

Ext. M15. The attendance details of Sri. C. Sukumaran, Card No. 146 (WW1).

नई दिल्ली, 18 मई, 2004

का०आ० 1377:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चित्रदुर्गा गोल्ड यूनिट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम मंत्रालय बैंगलोर के पंचाट (संदर्भ संख्या 14/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2004 को प्राप्त हुआ था।

[सं. एल-43012/16/2001-आई०आर० (एम)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 18th May, 2004

S.O. 1377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/02) of the Central Government Industrial Tribunal cum-Labour Court Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Chitradurga Gold Unit and their workmen, which was received by the Central Government on 28-4-2004.

[No. L-43012/16/2001-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR
BANGALORE-560 022

Dated, the 13th April, 2004

PRESENT :

Presiding Officer : SHRI A. N. SIDDIQUI

C. R. No. 14/02

I Party :

Shri Wale Babu,
Ex-Clerk, Chitradurga Gold Unit,
House No. CF-B2, Hutti Gold Mines Company Ltd.,
Hutti,
Chitradurga.

II Party :

The Dy. General Manager,
Chitradurga Gold Unit,
Chitradurga.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/16/2001-IR(M) dated 28-2-2002 for adjudication on the following schedule :

16966/04—23

SCHEDULE

"Whether the action of the management of Chitradurga Gold Unit in dismissing Shri Wale Babu from service justified? If not to what relief the workman is entitled to?"

2. The first party made appearance before this court through his counsel on 18-6-2002 and there upon case underwent several adjournments for filing of the Claim Statement by the First Party. On 15-4-2004, neither the first party nor his counsel were present before this court nor Claim Statement was filed on behalf of the 1st Party. Therefore, the court was constrained to note that Claim Statement was not filed and kept the matter for award.

3. Under the point of reference quoted above, it was the 2nd Party called upon to justify its action in dismissing the first party from service. However, the first party was duty bound to prefer the Claim Statement making out his case as to how the dismissal order passed by the 2nd Party was not justified and as to how he was entitled for the benefits of reinstatement etc. It was only after the Claim Statement was filed, the 2nd Party was supposed to file its Counter Statement and then to justify its action in dismissing the first party from service. Since the 1st Party himself has not put forth his Claim, there is no need for the Second Party to file any Counter Statement and then for this court to proceed on regular Trial.

4. It appears that the 1st party has lost the interest in prosecuting the case and therefore, it will not be serving any purpose to keep the matter pending any more. In the result, I must conclude to say that the 1st Party has not established his Claim and hence the following Order :

ORDER

Reference is rejected for non prosecution. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 13th April, 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 18 मई, 2004

का०आ० 1378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ऑयल कॉर्पो. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 06/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-05-2004 को प्राप्त हुआ था।

[सं. एल-30011/35/2002-आई०आर० (एम)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 18th May, 2004

S.O. 1378.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.06/03) of the Central Government Industrial Tribunal-Cum-Labour Court Kolkata as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Ltd. and their workmen, which was received by the Central Government on 07-05-2004.

[No. L-30011/35/2002-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 06 of 2003

PARTIES : Employers in relation to the management of I.O.C. Ltd. (HR)

AND

Their Workman

PRESENT:

Mr. Justice Hrishikesh Banerji,
Presiding Officer

APPEARANCE:

On behalf of the management : Mr. N. K. Mehta, Advocate with Mr. S. Sengupta, Advocate.

On behalf of the Workmen : None.

State : West Bengal. Industry : Petroleum.

Dated : 31st March, 2004

AWARD

By Order No. L-30011/35/2002/IR(M) dated 13-11-2002 the Central Government in exercise of the powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Haldia Refinery IOCL Ltd. in cancelling the allotment of companies quarter to Mrs. Parul Jana (employment No. 70431) Sister-in-charge vide Order No. H/Admn. dated 10-6-99 is justified ? If not, to what relief the concemed workman is entitled ?"

2. When the case is called out today, management is represented by its Advocates, but none appears for the union representing the workman, nor any step is taken by the union for proceeding with the matter. It appears from the record that the reference was registered on 20-1-2003 and several notices were issued to the union, but they choose not to appear before the Tribunal and the matter is being adjoumed from time to time. It is thus clear that the union is no longer interested to pursue the matter.

3. Advocate for the management accordingly states that the union appears to be no longer interested to pursue the present reference and he prays that the reference be disposed of by passing a "No Dispute Award".

4. In such view of the matter, this Tribunal has no other alternative but to dispose of the present reference by passing a "No Dispute Award". A "No Dispute Award" is accordingly passed and the reference is disposed of.

HRISHIKESH BANERJI, Presiding Officer

Dated, Kolkata.

The 31st March, 2004.

नई दिल्ली, 19 मई, 2004

का०आ० 1379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जैट एअरवेज के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 70/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2004 को प्राप्त हुआ था।

[सं. एल-11012/45/2001-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.70/01) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jet Airways and their workmen, which was received by the Central Government on 18-5-2004.

[No. L-11012/45/2001-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT

"SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR,

BANGALORE - 560022.

Dated : 28th April, 2004

PRESENT :

Shri A. R. Siddiqui, Presiding Officer

C.R. No. 70/01

I Party	II Party
Shri Lazar Vicent, C/o S. Ravi, No. 174, R. R. Road, J.C. Layout, Devasandra, R.K. Puram, Bangalore - 560036	The Area Manager, Jet Airways (India) Ltd, Unity Building, J.C. Road, Bangalore - 560002

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-11012/45/2001-IR (C-1) dated 27th September, 2001 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of M/s Jet Airways (India) Ltd., in not treating Shri Lazar Vicent as regular employee of the establishment and terminating his services w.e.f. 28-2-1997 is just, fair and legal? If not, to what relief is the said workman entitled?"

2. In response to the notices issued to the parties under registered post acknowledgement due, the 2nd Party made an appearance through Counsel whereas the notice issued to the first party returned with an endorsement "Addressee not claimed return to Sender". Therefore, on 31st March, 2004 when the case was taken up for hearing, service of notice against the first party was held to be sufficient and the case came to be posted for appearance of the first party and Counter Statement of Second Party if any. On 26th April, 2004, no Counter Statement was filed by the Second Party and whereas the first party remained absent. Therefore, the court was left with no alternative but to proceed with the award.

3 In this case as per the point of reference it was for the management to justify its action in terminating the services of the first party workman w.e.f. 28th February, 1997. However, this burden caused upon the Second Party Management was required to be discharged in case the first party appeared before the court and filed his Claim Statement as to how the Management was not justified in terminating his services. Unfortunately as seen above, the first party did not respond to the notice issued by this Tribunal and the RPAD notice sent to the first party returned by the postal department concerned with the aforesaid endorsement. Therefore, what appears from the conduct of the first party in not appearing in the court and not taking his claim by filing the Claim Statement is that he is no more interested in prosecuting his claim before this Tribunal.

4. In the result, there is no point in keeping the proceedings any more pending and hence the following Order :

ORDER

The reference is rejected for non prosecution. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 28th April 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 19 मई, 2004

का०आ० 1380.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जेट एअरवेज के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर

के पंचाट (संदर्भ संख्या 71/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2004 को प्राप्त हुआ था।

[सं. एल-11012/46/2001-आई०आर० (सी- 1)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1380.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/01) of the Central Government Industrial Tribunal Labour Court Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jet Airways and their workmen, which was received by the Central Government on 18-05-2004.

[No. L-11012/46/2001-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR
BANGALORE-560022

Dated, the 28th April, 2004

PRESENT:

SHRI A R. SIDDIQUI, Presiding Officer :

C.R. No.71/01

I Party :

Shri Kuberan,
C/o S. Ravi, No. 174,
R.R. Road,
J.C. Layout, Devasandra,
R.K. Puram,
BANGALORE - 560036

II Party :

The Area Manager,
Jet Airways (India) Ltd.,
Unity Building,
J.C. Road,
BANGALORE-560002

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-11012/46/2001-IR (C-1) dated 27th September 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of M/s. Jet Airways (India) Ltd., in not treating Shri Kuberan as regular employee of the establishment and terminating his services w.e.f. 28-2-1997 is just, fair and legal? If not, to what relief is the said workman entitled?"

2. In response to the notices issued to the parties under registered post acknowledgement due, the 2nd Party made an appearance through Counsel whereas the notice issued to the first party returned with an endorsement "Addressee not claimed return to Sender". Therefore, on 31st March 2004 when the case was taken up for hearing, service of notice against the first party was held to be sufficient and the case came to be posted for appearance of the first party and Counter Statement of Second Party if any. On 26th April 2004, no Counter Statement was filed by the Second Party and whereas the first party remained absent. Therefore, the court was left with no alternative but to proceed with the award.

3. In this case as per the point of reference it was for the management to justify its action in terminating the services of the first party workman w.e.f. 28th February 1997. However, this burden caused upon the Second Party Management was required to be discharged in case the first party appeared before the court and filed his Claim Statement as to how the Management was not justified in terminating his services. Unfortunately as seen above, the first party did not respond to the notice issued by this Tribunal and the RPAD notice sent to the first party returned by the postal department concerned with the aforesaid endorsement. Therefore, what appears from the conduct of the first party in not appearing in the court and not staking his claim by filing the Claim Statement is that he is no more interested in prosecuting his claim before this Tribunal.

4. In the result, there is no point in keeping the proceedings any more pending and hence the following Order:

ORDER

The reference is rejected for non prosecution. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 28th April 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 19 मई, 2004

का०आ० 1381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एअरलाइंस लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्बई -I के पंचाट (संदर्भ संख्या 30/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-05-2004 को प्राप्त हुआ था।

[सं. एल-11012/56/2000-आई०आर० (सी- 1)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 19th May, 2004

S.O.1381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.30/2000) of the Central Government Industrial Tribunal Labour Court Mumbai-1 now as shown in the Annexure, in the industrial dispute between the employers in relation to

the management of Indian Airlines Ltd., and their workman which was received by the Central Government on 18-05-2004.

[No. L-11012/56/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT:

Shri Justice S.C. Pandey, Presiding Officer

REFERENCE NO. CGIT-30/2000

PARTIES: Employers in relation to the Management of Indain Airlines

And

Air Corporation Employees Union

APPEARANCES :

For the Management : Mrs. Pooja Kulkarni, Advocate

For the Union : Ms. K. N. Samant Advocate

State : Maharashtra

Mumbai, dated the 29th day of April, 2004

AWARD

1. This is a reference under clause (d) of sub-section 1 and section 2A of section 10 of the Industrial Disputes Act, (the Act for short) between Indian Air Lines Ltd. (the Company for short) and the Air Corporation Employees Union (the Union for short) representing Shri B. P. Karkile (the workman for short) The terms of dispute are as follows :

"क्या इंडियन एअरलाइंस के प्रबंधतंत्र द्वारा श्री भगवान पी० कारकाले की सेवाएं आदेश दि० 27-10-1997 द्वारा समाप्त किया जाना उचित एवं विधिनुसार है? यदि नहीं तो कर्मकार किस राहत के पात्र हैं ?"

2. The workman stated inter alia his statement of claim that he was employed by the company as driver of heavy vehicles in a permanent vacancy w.e.f. 10/8/1997. He was kept on probation for a period of six months. His probation period was extendable beyond six months if the employer thought it fit to give him an opportunity. This services were liable to be terminated without assigning any reason during the period of probation. It was on 8-10-1997 that he received a show cause notice asking him to explain his conduct regarding false certificate of previous employment for showing experience of work of more than five years with M/s.Shelke Transport services as Driver. The workman gave the reply but it was not accepted and his services were terminated by order dated 27-10-1997 passed by the Deputy General Manager. The workman was given a cheque of Rs. 7,811.29 by way of salary of one month.The workman submitted that even during the period of probation his services could no be terminated without giving him an opportunity to defend himself against the charge that he had given false certificate issued by Shelke Transport Services regarding his experience as a driver of heavy vehicles.

3. In the written statement of the company it has been pleaded that the workman was appointed after interview as per employment notice dated 11-12-1996. It was stated in the employment notice that the applicant should have a licence of driving a vehicle for last five years and the person who were in driving vehicles of a business house/transport company undertaking as driver shall be preferred. It was also stated that the candidates serving in a Govt/Semi Govt./Public Sector Undertaking should apply through proper channel. The workman applied for the post in response to the notice. He submitted a certificate dated 1/12/1995 stating that he had the requisite experience of driving heavy vehicle. The certificate was issued by M/s. Shelke Transport Services Mumbai. The workman was selected and was given the letter of appointment dated 9-6-1997. He joined on 10-6-1997. The application form as well as the attestation form required that workman shall be disqualified and his services shall be liable to be terminated if it was discovered by the company that the information given by him was found to be false or true facts have been suppressed. During the period of probation, the Vigilance Deptt. of the company found that the certificate of the workman that he had worked as a Driver between 01-6-1987 to 30-10-95 was false. On the other hand Maharashtra State Roadways Transport Corporation Ltd. by letter dated 28-8-1997 confirmed that workman was employed as a Conductor between the period of 8-7-1989 to 19-6-1997. He was discharged on 20-5-1997. It was pleaded M/s. Shelke Transport Services also stated by its letter dated 29-8-1997 that certificate filed by the workman was false. The person, who issued the certificate was employed as a Manager. He could not give certificate in the capacity of Proprietor. The workman too admitted that he was serving as the Conductor of the Maharashtra State Road Transport Corporation between 1989 to 1997. He admitted that his certificate was false. The workman was then served with show cause notice dated 03-10-1997 requiring him to show cause why his service be not terminated for giving false certificate of experience and suppressing the fact that he was serving as Conductor. The workman's reply dated 13-10-1997 was not found satisfactory. His services were, therefore, terminated by order dated 27-10-1997. It was submitted no enquiry was called for. In the alternative, it was submitted that in case it was held the company was required to hold an enquiry on the facts foresaid then an opportunity should be given to the company in support of its cause for proving the aforesaid facts before the tribunal.

4. The aforesaid facts cover the entire controversy between the parties and therefore, it is not necessary to refer detailed pleading of the parties and the workman.

5. On 31-1-92 this tribunal framed the following issue:

(i) Whether the termination of services of the workman is legal and justified?

6. It is not in dispute that the workman was given full opportunity to support his claim on merits. He examined himself on affidavit. He was cross examined. He examined Shri Naresh Lal, Mansingh Shelke, and closed his case. The company examined Anil Makel on affidavit. He

was cross examined. The case was then closed for arguments.

7. The workman had submitted application Exhibit M2 before the company. It appears from the order of his appointment that he was interviewed on 19-4-1997. The application does not bear any date but the postal order alleged to have been attached with the application is stated to be that of 2-4-1997. Therefore, it is clear that workman had applied between 2-4-1997 to 19-4-1997. It is not disputed that workman was serving as a conductor with the Maharashtra Roadways Transport Corporation as a Conductor between 8-7-1989 to 19-5-1997. Therefore, it stands to reason that workman suppressed the fact that he was employed as a conductor. It is apparent that he would have been required to apply through proper channel as from the employment notice Exhibit M1 of provides that the workman is required to give information if he was serving with Govt/Semi Govt/Public Undertaking. The workman did not apply in the format given in Exhibit M1. The format Exhibit M2 does not contain any specific column. But in Exhibit M 2 has a column which gives option to the workman to give information which he wishes. It is proved that workman did not want to disclose that he was serving as a Conductor with MHRSTC on the date of application. It is obvious that workman wanted to hide that he was working as a Conductor with Maharashtra Roadways State Trading Corporation. The moment he disclosed this fact that his application could be rejected for not being sent through proper channel. Secondly, it may have been noticed that he was a Conductor. Thirdly, his certificate would be in jeopardy because it would be noticed that the applicant was an employee of MHRSTC he could not have obtained certificate from Shelke Transport Services. Therefore, there is much substance in the case of the company that workman suppressed the vital information.

8. However, this tribunal shall not rests its adjudication on the point considered in the previous paragraph. The real question is if the workman submitted false experience certificate. Apparently, the vigilance department of the company had collected following evidence against the workman showing that the Exhibit M3 issued by Shelke Transport Services was false.

(i) The proprietor of Shelke Transport Services had denied by Exhibit M8 in Marathi (Translation in English produced) and not disputed that the experience certificate is false. The letter was issued by the Proprietor of Shelke Transport Services.

(ii) The workman was employed as Conductor with Maharashtra State Roadways Transport Corporation between 8-7-89 to 19-5-1997 as Conductor. This certificate by itself could disprove the contents of certificate that workman was working as Driver between 1st January, 1987 to 30th October, 1995 with M/s. Shelke Transport Services. This document is Exhibit M7.

(iii) The admission of the workman Exhibit M9 dated 30-8-97 recorded in question and answer form.

Therefore, heavy burden of proof lay upon the workman to disprove the above facts collected by Vigilance Department. Even assuming that the order of termination amounted to punishment it is in well established that there need be no enquiry when the order is based on admission. That apart *prima facie* burden on the workman to disprove the above facts before this tribunal.

9. The workman has given an explanation that after his duty hours as a Conductor between 6 AM to 13.30 hours he served the M/s.Shelke Transport Services. This explanation cannot be relied upon because firstly, the certificate did not say so. The workman did not mention in his application that he was serving as a Conductor. The certificate issued to workman was signed by the manager who had signed as if he was the proprietor. He did not sign the certificate for proprietor but acted as if he was the Proprietor. The Proprietor himself by letter dated 29-8-97 Exhibit M8 stated that certificate dated 10-2-95 was false. The workman has filed the affidavit of the Proprietor Mansingh Shanker Shelke to ward off the effect of letter dt. 29-8-97 Exhibit M8. The explanation given by the Proprietor Shelke Transport Services before this tribunal in his evidence cannot be relied upon. It appears to this tribunal Mr. Makal could not have forced Mr. Mansingh Shelke to issue Exhibit M8. Mr. Mansingh Shelke could not have given authority to Rajgee to sign as a proprietor. Thus Shelke cannot be relied upon for holding that he was deposing truthfully before this tribunal. The evidence of Naresh Lal and that Mansingh Shelke is unreliable. In cross examination it has been demonstrated that these witnesses had no knowledge in what circumstances experience certificate issued to the workman. The workman did not examine the author of certificate Exhibit M3. Otherwise, it would have been proved that the false certificate was issued by him because the manager Rajgee, resided in Chalai Chal Cotton green J.B. Road. The workman had named in his application in last but one column the name of Shri Janjay Rajgee as one of reference. His locality is same as that of the workman. That apart Mansingh Shelke did not produce any documentary evidence that workman was a part time driver. The workman himself could not give a satisfactory explanation how could he be employed as a driver with Shelke Transport Services when he was a conductor of Maharashtra State Road Transport Corporation. His service conditions would not permit him to obtain part time job. Moreover, it was his duty to say that his certificate was leased on part time job. The workman remained evasive in his cross examination. The workman had admitted that he signed on Exhibit M9. The workman was unable to explain convincingly why he admitted that he had submitted false certificate. The explanation given by the workman is most unsatisfactory.

10. The result of the aforesaid discussion is that this tribunal holds that workman had submitted false certificate and his services were rightly terminated by order dated 27-10-1997. There is no legal infirmity in the order of dismissal.

11. The reference is answered in terms of paragraph 10 of this Award.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 19 मई, 2004

का०आ०. 1382.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 97/96, 98/96, 99/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-05-2004 को प्राप्त हुआ था।

[सं. एल-11012/22/96 आई०आर० (सी-I)],

[एल-11012/23/96 आई०आर० (सी-I)],

[एल-11012/24/96 आई०आर० (सी-I)],

एस०एस० गुप्ता, अवर सचिव

New Delhi, the 19th May, 2004

S.O. 1382.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 97/96, 98/96, 99/96) of the Central Government Industrial Tribunal/ Labour Court New Delhi, now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 15-05-2004.

[No. L-11012/22/96-IR (C-1)]

[L-11012/23/96-IR (C-1)]

[L-11012/24/96-IR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Present :

Shri B. N. Pandey : Presiding Officer

I. D. No. 97/96

1. Shri Mehboob Alam S/o Sh. Shiekumian,
R/o H. No. A-4, 272, Durga Park,
New Delhi-45 and others ...Workmen

Versus

M/s. Air India Delhi through
Personnel Manager, Indira Gandhi
International Airport,
Air India Complex, Gurgaon Road,
New Delhi and others ...Management

AND

I. D. No. 98/96

2. Shri Balwant Rai Saluja
S/o Shri Sant Ram,
R/o House No. 1083, Kutcha Natwan,
Chandni Chowk, Delhi-6 & others ...Workmen

Versus

M/s. Air India Delhi through
Personnel Manager, Indira Gandhi
International Airport,
Air India Complex, Gurgaon Road,
New Delhi and others ...Management

AND

I. D. No. 99/96

3. Shri Rakesh Kumar,
S/o Shri Ram Lal,
WZ-1390/WZ Nangal Rai,
New Delhi-110046 & others ...Workmen

Versus

M/s. Air India Delhi through
Personnel Manager, Indira Gandhi
International Airport,
Air India Complex, Gurgaon Road,
New Delhi and others ...Management

AND

Complaint Case I. D. No. 107/96

4. Shri Ram Kishan,
S/o Shri Ram Avtar,
R/o I/4, Gopinath Bazar,
Delhi-Cantt.-10 New Delhi & others ...Workmen

Versus

M/s. Air India Delhi through
Personnel Manager, Indira Gandhi
International Airport,
Air India Complex, Gurgaon Road,
New Delhi and others ...Management

AND

5. Complaint Case I. D. No. 108/96

5. Shri Mehboob Alam, S/o Shri Shiekumian,
R/o House No. A-4. 272, Durgapark,
New Delhi-45 & others ...Workmen/Complinant

Versus

M/s. Air India Delhi through
Personnel Manager, Indira Gandhi
International Airport,
Air India Complex, Gurgaon Road,
New Delhi and others ...Management

AWARD

The above mentioned 5 cases are against the same Management of Air India and common questions are involved in them for adjudication, therefore, they were consolidated *vide* order dt. 19-2-04 taken, heard together and are being disposed of by this common award which shall govern all of them I.D. No. 97/96 is the leading case.

2. In I.D. No. 97/96 mentioned above the Central Government in the Ministry of Labour Vide its Order No. L-11012/23/96-IR (Coal-I) dated 23-10-96 has referred the

following Industrial Dispute to this Tribunal for adjudications :

"Whether the demand of the workmen S/Shri Mehboob Alam, Jagat Ram, Fudan Kamat, Subash Khantwal, Shivji Yadav and Mohinder Rai employed by Chief Air to provide canteen services at the establishment of Air India is, justified that they be treated as deemed employees of the management of Air India ? If so, to what relief are the concerned workmen entitled ?"

3. In I.D. Case No. 98/96 mentioned above the Central Government in the Ministry of Labour Vide its Order No. L-11012/24/96-IR (Coal-I) dated 23-10-96 has referred the following industrial Dispute to this Tribunal for adjudications :

"Whether the demand of the workmen S/Shri Balwant Rai Saluja, Mahendra Singh Chowhan, M. C. Joshi and Harshmani employed by Chief Air to provide canteen services at establishment of Air India is justified that they be treated as deemed employees of the management of Air India ? If so, to what relief are the concerned workmen entitled ?"

4. In I.D. No. 99/96 the Central Government in the Ministry of Labour Vide its Order No. L-11012/22/ 96-IR (Coal-I) dated 23-10-96 has referred the following industrial Dispute to this Tribunal for adjudications :

"Whether the demand of the workmen (as per list enclosed)employeed by Chief Air to provide canteen services at the establishment of Air India is justified that they be treated as deemed employees of the management of Air India? If so, to what relief are the concerned workmen entitled ?"

5. The workmen of I. D. No. 99/96 have also filed the complaint case registered as I. D. No.107/96 and workmen of I.D. Case No. 97/96 have filed the complaint case, (I.D. No. 108/96) under section 33-A, alleging that they were illegally terminated by the management on 5-12-1996 during pendency of their dispute/I.D. cases mentioned above in complete contravention of their own undertaking given to this Court/Tribunal and in violation of the principles of natural justice. These complaint cases have been registered as I. D. case No. 107/96 and 108/96 respectively.

6. The workmen of the above mentioned I.D. cases No. 97/96, 98/96 and 99/96 filed thier respective claim statement seperately claiming to be treated as employees of management Air India although they were employed by Chief Air to provide canteen services at the establishment of Air India. In the claim statement of I.D. No. 97/96 it was interalia alleged that the Workmen-Claimants were employed with the respondents No. 1 and 2 on temporary basis in their Air India ground service departmental canteen at I.G. I. Airport, Gurgaon Road, New Delhi from the dates mentioned against each name detailed in Annexure 'A'. The posts on which they are working their token number and their E.S.I. Card Nos. are detailed in annexure'A', that the claimants No. 1 to 7 were employed as Assistant Cooks and Claimants No. 8 was electrician in the said canteen throgh the respondent No. 3. The respondent No. 3 is a Unit of the respondent No. 4 which is government corporation; that the said canteen was established and maintained by respondent No. 1 and 2 under the provisions of section 46 of the factories Act, 1948 that the Delhi State has framed the Delhi Factories Rules, 1950. Rules, 65 to 70 mandates the obligation of the occupier of a factory to provide a canteen for the welfare of its employees alongwith other conditions. The Ld., Governor of Delhi vide Notification No. F. No. 27(12)89-CIF/Lab/ 464 has directed that rules 65 to 70 of the said rules shall apply to the Factories specified in the schedule attached thereto. Respondent No. 1 is a specified Factory, under the said schedule at serial No. 9. The said canteen have been established for the welfare of more than 2000 workers employed at the premises of the respondent No. 1. That the claimants were employed with the respondent No. 1 and 2 for the last 15 to 3 years and that they have been continuing in service at their respective post and accordingly they have completed statutory period of 240 days in a year, that the respondents have been issuing appointment letters respectively after some national break simply to victimise them; that juniors to the workmen claimants have been selected and regularised by the respondent; that the respondent No. 1 and 2 are maintaining said statutory canteen by giving contract to maintain the same to respondent No. 3 which is illegal and against the provisions of law. That the respondents No. 1 and 2 have evolved arbitrary and illegal device to evade provisions of Industrial Disputes Act, 1947 and the contract labour (Prohibition & Abolition) Act, 1970; that the claimants have been performing work of permanent and perenial nature which is continuously are required by the respondent No. 1 and 2. The claimants are performing duties and work identical and similar to the work performed by regular and permanent employees of the respondent No. 1 and 2; that the claimants made several representations for the regularisation of their services but in vain ; that the claimants shall suffer irreparable loss and inquiry if their services are not regularised with back wages and other consequential benefits. It was prayed that an award in fabour of the petitioners directing respondents No. 1 and 2 to regularise their services with back wages and all consequential benefits from the dates of their joining and restraining the respondents from terminating services of the calimants during the pendency of conciliation proceedings and other proceedings be passed.

7. In I.D. 98/96 workmen/claimants Balwant Rai Saluja and Mohi r Singh Chowhan filed their claim statement almost on the same grounds as in the claim statement of I.D. No. 97/96. Besides they have also alleged that the respondents have terminated their services without complying with the provisions of section 25-F, 25-FG and 25-H of the I.D. Act, 1947. Hence they have also prayed for their reinstatement in service alongwith other benefits and back wages.

8. In I.D. Case No. 99/98 there are 31 workmen mentioned in the list of workmen attached with the reference ord who have filed thier claim statement almost on the same facts and grounds as alleged in I.D. No. 97/96. Besides they have alleged that their jobs in des ground cleaning, servicing. washing etc. and also that the respondent illegally and arbitrarily terminated their services without giving any reason whatsoever and retrenched them without flollowing the procedure laid down in section 25-F, G and H of the I.D. Act, 1947. Hence they have also claimed to be reinstated in their services alongwith other benefits and back wages.

9. The complaint case I. D. No. 10 96 has been filed by Ram Kishan and others workmen of I. D. No. 99/96 alleging that they were allegally terminated from service during pendency of the proceedings of this case in clear voilation of thier own under taking given to this court/Tribunal and against the principles of natural justice and fair play. Therefore, they have claimed to direct the respondents to place the petitioners in the same position of service as they were on the date of reference of this dispute and to adjudicate this matter and pass the award under the I. D. Act, 1947.

10. The complaint case registered as I. D. No. 108/96 has been filed by Mehboob Alam and others, petitioners of I. D. No. 97/96 on the same grounds and praying the same relief as in complaint case I.D. No. 107/96.

11. The claim of all the workmen has been denied and disputed by the respondents by way of filing written statement. The respondents No.1 and 2 have filed their joint written statement whereas the respondent No. 3 and 4 have filed their seperate written statement jointly. In their written statement the respondents No.1 and 2 have, inter alia, alleged that the claimants are not employees of respondents No. 1 and 2 and there does not exist any employer and employee relationship between them. Hence no industrial dispute under section 2(K) can be raised by the claimants against respondents No.1 and 2. It has been interalia, further alleged that the Chef Air is a Unit of Hotel Corporation of India. In the Memorandum of Association of the Hotel Corporation of India it is one of the functions of Hotel Corporation of India to establish shops Kitchen, refreshment rooms, canteen Depot for sale of food, beverages and vending of other items. Thus the Hotel Corporation of India is running its business to provide canteen facilities to the employees of Air India as provided under the said memorandum of association. The canteen is being run and maintained by Hotel Corporation of India on the basis of fixed subsidy per employee of Air India which is limited is Rs. 340/- PM. The claimants have all along been governed by rules regulations and service conditions of Hotel Cor ration of India, and Chef Air and at no point of time worked in the Administration or other control of the respondents No.1 and 2. That the claimants have no locus standi to claim any relief against respondents No. 1 and 2 being employees of the respondents No. 3 and 4. That respondents No. 3 and 4 had obtained the contract from the answering respondents merely for nning and managing canteens as part of their businees, erefore, the claimants are entitled to no relief as against respondents No.1 and 2 and their claim is liable to be rejected. It was further alleged that the employees of the respondents No. 3 and 4 were issued token nos. by the them on the basis of which they were allowed to enter the premises of answering respondent, that the employees of respondents No. 3 and 4 are not under the supervision and control of respon s No. 1 and 2, that the respondent N is 2 unit of spondent No. 4 which is Government ration, that the canteen established by the nd s No. 1 and 4 is not a statutory canteen for the reasons that rule 65 to 70 of the said rules framed under section 46 of the Factories Act, 1948 do not apply to respondents No. 1 and 2. Respondents No. 1 and 2 do not employ more than 250 workers as required under rule 65(2) that the alleged notification No. F (27) (12) 89-CIF/Lab/464 under rules 65 to 70 has no binding effect on the management and even if it is statutory canteen the employees of the canteen do not become employees of Air India, that it is admitted that the respondent No.4 who have entered into a contract with the respondents No.1 and 2 to provide food etc. and manage and run the said canteen has issued appointment letters, E.S.I. cards and token Nos. to its employees. However, it is denied that the responde ts No.1 and 2 have been giving contracts to respondents No.3 and 4 to deny claimants their legitimate rights and circumvent various provisions of law namely provisions of the contract labour (prohibition and abolition) Act, 1970; that the claims of the workmen are baseless. Hence denied. They are entitled to no relief and their claim is liable to be dismissed.

12. In its written statement the respondents No. 3 and 4 it has been interalia alleged that there is no dispute that the claimants are the employees of Chef Air and that there is no dispute or difference with the answering defendants and the claimants have not raised any demand against the respondent No. 3 & 4. Hence the claim is liable to be rejected. That the appropriate Government in respect of Chef Air is the State Government, therefore, no orders can be passed against the answering respondents by this court. That the Chef Air is Unit of Hotel Corporation of India; that one of the conditions of the appointments of the claimants was that they would be engaged as per pendency of work and were engaged as casual labourers with the answering respondents with the daily wages and

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the answering respondents were paying them wages as admissible under the statutory provisions from time to time. Hence the present claim is liable to be dismissed. That it is denied that the claimants were employees of respondent No. 1 and 2. They were engaged purely on temporary basis for a specific period of 40 days by respondent No. 3 as per requirements. It is also admitted that the claimants No. 1, 2, 3, and 4 and 6 were engaged as Assistant cook and the claimant No. 7 was Engineering helper on purely temporary basis that the respondent No. 4 is a company registered under the companies Act and is a subsidiary of Air India which is corporations created under the Air Corporation Act; contents of all the claim petitions are denied. The respondent No. 3 is running canteen of respondent No. 1 and 2 on contract basis which can be terminated at any time. However, it was admitted that membership cards of ESI scheme were issued to the workmen to avail medical treatement if required and deduction towards P.F. were also made from the wages of the claimants from time to time. That the claimants have no right or authority to claim regularisation in service of the respondent; that the prayer clause is misconceived and liable to be rejected.

13. In other connected I.D. cases mentioned above the respondents have filed their written statements almost on the same and similar grounds as narrated above in the I.D. No. 97/96.

14. The workmen also filed their rejoinder to the written statement filed by the respondents 1, 2 and 3 , 4 in all the cases.

15. All the parties in the case filed various documents in support of their cases and also filed affidavits.

16. Cases were consolidated with the consent of the parties A/R vide order dated 19-2-04 and I.D. No. 97/96 was ordered to be treated as leading case.

17. I have heard learned counsel/Air or parties and perused the file.

18. According to the workman Rules 65 to 70 of the Delhi Factories Rules 1950 has been made applicable to M/s Air India Ground Service, I.G.I. Air Port by notification dated 21-1-1991 of Labour Department under Delhi Factories Rules 1950 framed under Sec 46 of the Factories Act, 1948 and the canteen in question in which all the workmen were working was established by the respondent No. 1 & 2 for providing canteen facilities to the employees of ground service department in view of the said Rule 65 and accordingly the canteen in question is covered within the ambit of the statutory canteen under Section 46 of the factories Act. The workers have also filed a copy of Notification No. F. 27 (12) 89-CIF/lab/464 dated Delhi, the 21st January, 1991 of Labour Department regarding application of rules 65 to 70 of the Factories Rules 1950 which provides that Rules 65 to 70 of the said Rules (Factories Act) shall apply to the factories specified in the Schedule given below the notification in the schedule name of M/s Air India Ground Services Department I.G.I. Air Port Delhi (Engineering Unit) (FD 17..) has been mentioned at serial No. 9. This fact has not been denied by the respondent management. There is also a copy of notification No. 6 (2)/23/27- Welfare of Govt. of India Dept. of Personnel and Administrative Reforms, New Delhi, dated 11-12-1979 which provides that "the Governement of India have taken a decision to treat w.e.f. the 1st day of October, 1979. All posts in the canteens and Tiffin Rooms run departmentally by the Government of India as post in connection with the affairs of the Union. Accordingly present and future incumbents of such posts would qualify as holders of civil posts under the central Government." It is alleged that the canteen in question has been established for the welfare of more than 2000 workers employed at the premises of the respondent No. 1. This fact has also been stated on oath by Rakesh Kumar in his affidavit Ex. WW1/1 that the canteen in question has been established for the welfare of more than 2000 employees employed in the premises of respondent No. 1. This fact has not been denied by the respondents. Rule 65 of Factories rules 1950 provides that "the occupier of every factory notified by the Chief Commissioner, and wherein more than 250 workers are ordinarily employed shall provide in or near the factory and adequate canteen" according to the standard prescribed in these rules. It is not disputed that the canteen is established within the premises of the Air India; According to the respondents it is run through the respondent No. 3 and 4 on the basis of contract given by the respondent No. 1 and 2. The petitioners claim that they were no doubt employed through the respondent No. 3 but they were working in the canteen actually owned by the respondent No. 1 and 2. Hence, they claim that in view of the vrious pronouncements of the Hon'ble Supreme Court they are entitled to be treated as employees of the respondent No. 1 and 2.

19. It is alleged by the respondents No.1 and 2 in their written statement that the respondent No.3 the Chef Air is a Unit of Hotel Corporation of India. It is also alleged by the respondents No.3 and 4 in para 3 of their written statement that under the memorandum of association of the Hotel Corporation of India (object clause 3/4), it is one of the functions of Hotel Corporation of India to establish shops............ canteen........ for vending up their other items and under clause 5 of memorandum of association it is one of the objective of the company to carry on any business by means of opening hotel etc. or other activity which was to promote or assit Air India.

20. Hotel Corporation of India Limited is established with limited liability in accordance with and subject to the provisions of the Companies Act, 1956. Articles of Association of Hotel Corporation of India Limited has also been filed on behalf of the management where in it has been derfined that "Air India" shall mean Air India, a corporation constituted under the Air Corporation

Act,1953. Its para 15 of chapter VII further provides "that the next of kin and/or legal heir of deceased member..... or other legal representatives of a deceased member shall transfer tender or shares held by the deceased member to such as Air India may in writing direct sub-clause 2 of para 19 of its chapter VIII further provides that "Air India may if it is a crediter (including a holder of debentures) of the company within the meaning of the Act authorised from time to time such person as it thinks fit to act as its representative at any meeting." Para 33 sub clause (6) of Chapter XIII regarding control and directions by Air India further provides that the Chairman of the Boards may reserve subject to the approval of the board for the consideration of Air India any important matters relating to the working of the company....." thus from the articles of Association of Hotel Corporation of India Limited (Respondent No.4) it is very much clear that the Hotel Corporation of India Limited acts under control of the Air India, therefore, it cannot be seperated from the Air India and any act done by it for or in respect of the business of statutory duty of the Air India, it cannot be said that it was an indepeneant Act of the Hotel Corporation of India. The respondent No. 3 is admittedly a Unit of Hotel Corporation of India. Therefore, their over all supervision and management of their business cannot be separated and it cannot be accepted that the Canteen in question was run independently by the respondent No.3 on any contract basis. The alleged fact that the canteen in question was run by respondent No.3 and 4 on the basis of any contract and the workmen claimants were independently employed by them to work in canteen cannot be accepted because it was merely a camouflage. Since it was obligatory on the part of the respondents No.1 and 2 to establish a canteen under Section 46 of Factories Act and Rule 65 of the Factories Rules 1950, the canteen was established by Air India respondents No.1 and 2. Hence any workmen employed to work in the canteen through any Agency will be deeemed to be employee of the actual owner of the canteen and thus the Air India respondents No.1 and 2 will be deemed to be their employer and the workmen will be deemed to be their employees.

21. In the case of Kanpur Suraksha Karamchari Union Vs. Union of India and Others reported in Supreme Court Cases (1988) 4 page 478 it was held by the Hon'ble Supreme Court that "workers of factory canteens established under Section 46 are employees of the factories and not of the canteen managing Commitees". Further in case of M. R. Khan and Others Vs. U.O.I and Others reported in 1990 (supp) S.C. Cases 191 the Hon'ble Apex Court held that "Employees of statutory canteens i.e canteens which are required to be compulsarily provide in view of section 46 of the Factories Act and employees of non statutory recognised canteens i.e canteen which are no obligatory on the railways to maintain but which are set up as staff welfare with prior approved and recognition of Railway Board, are railway employees, not only for the purpose of the Factories Act but also for all other purposes." In 1995 Supp (2) S.C.C. 611 Parimal Chandra Raha and others Vs. Life Insurance Corporation of India and Others, the Apex Court held "that Canteens-workers of contractor-run canteens if employees-Tests-Relevant to determine on facts whether providing canteen service was obligatory". In the instant case I have already held above that to run the canteen was obligatory on the part of the respondents No. 1 and 2 in view of the provisions of Factories Act and rules. Therefore, it cannot be accepted that the Canteen in question was not statutory canteen or obligatory on respondents No. 1 and 2.

22. In Basti Sugar Mills Ltd. V. Ram Ujagar AIR 1964 Supreme Court 355 it was held that the "case of the employer was that the work of the removal of the press mud had been given by it to a contractor and the respondent-workmen were employed by that contractor to do that work. It is the contractor who had terminated their services and the management had nothing to do with the workmen who had approached the court for relief against termination of their services. This court (The Supreme Court) held that the workmen were persons employed in the Industry to do manual work for reward, and the appellant company was their employer as the workman was employed by the contractor with whom company had contracted in the course of conducting the industry for the execution by the said contractor of the work of removal of the press mud which is ordinarily part of the 'industry." Apart from the above few case laws the Hon'ble Supreme Court has repeatedly held that in order to decide relationship of the employer and employee the test is as to whether to provide canteen services to its employees was obligatory on the part of the 'Industry' and if the 'Industry'/company gives the work to fulfil that obligation on contract then the employees employed through contractor will be deemed to be the employee of the company/'Industry' and they will not be deemed to be employees of contractor. The contractor is nothing but an Agent or a Manager of the company/'Industry'. In the case of U.O.I. & others Vs. Mohd. Aslam and other reported in (2001) Supreme Court case 720. The Hon'ble Apex Court has recently held that "Unit run Canteen of Army, Navy and Air Force-status of the employees of such canteen and benefits of service and pay which they are entitled to-held that they are government servants."

23. On behalf of respondents No. 1 and 2 it was per vehemently argued that the respondent No. 1 is a deemed company registered under the Companies Act, 1956 and the respondent No. 2 is the Chairman of the company, the respondent No. 4 is a separate and independent legal entity incorporated and registered under the Companies Act, 1956 having its various units Chef Air (Respondent No. 3) and others. The respondent No. 3 is a Unit of respondent No. 4 that there is no relationship of employees and employer between the respondents No. 1 and 2 with the claimants are they are employees of respondents No. 3 and 4. Hence,

the claim of the workman is not an industrial dispute within the meaning of Section 2(K) of the I.D. Act, 1947. It is further argued that the claimants are mentioning the respondents in one single way thereby indicating that all the respondents are same authority while truth is otherwise. There is no inter activity or inter linking between the activities of respondents No. 1 and 2 and respondents No. 3 and 4. After going through the evidence and documents on the records I find that the arguments of the Ld. A/R of the respondents cannnot be accepted because it is admitted fact that the respondents No. 1 and 2 in order to run its canteen gave its work to Chef Air respondent No. 3 which is an unit of respondent No. 4. It is also admitted that the respondent No. 4 is running its business to provide canteen facilities to the employees of Air India. I have already found above that the Hotel Corporation of India the respondent No. 4 and the respondent No. 3 which is an admitted Unit of respondent No. 4 carry on their business under the control and administration of Air India as provided in the memorandum of association of Hotel Corporation of India. The object of respondent No. 4 as mentioned in para 5 of the memorandum of association of Hotel Corporation of India Limited is "to carry on any business by means of opening Hotels etc. or other activity which would tend to promote or assist Air India's business as an international carrier." I have also mentioned above that any decision can be taken by or on behalf of respondent No. 3 and 4 only after approval of the respondent No. 1. Therefore, it cannot be accepted that the respondent No. 3 and 4 are entirely separate and independent entity and the canteen is being run and maintained exclusively by them. It is admitted by the respondent No. 1 and 2 that the canteen was established by the respondent No. 1 and 2. It is also admitted that the respondents No. 1 and 2 had to provide its permanent and powerful infrastructure to run the canteen. It is also admitted on behalf of the respondent No. 1 and 2 by M.W. 1 Surinder Kumar in his affidavit that for smooth functioning of canteen and for looking into problems relating to service, Hygine and for discussing and finalising changes in the Meenu items etc., a canteen committee consisting of members nominated by respondent No. 1 from amongst its own employees and employees of respondent No. 3 as nominated by them was constituted." The A/R of the respondents relied upon a few case laws of the Hon'ble Supreme Court but I find that the facts of those case laws were totally different, therefore, those case laws cannot be applied in the instant cases. I have already found above that the canteen in question is established in view of the obligatory provisions of Section 46 of the Factories Act and in view of rule 65 to 70 of Factory Rules 1950 as applicable against the respondents No. 1 and 2. Further, in para 9 of affidavit of Shri Surender Kumar Deputy Manager of respondent No. 1 which has been filed before this Tribunal he has deposed that "the employees of Air India (nearly 2000) are available food and snacks from the canteen for which a fixed subsidy is paid to the Hotel Corporation of India. Thus it is admitted fact that there are nearly 2000 employees of Air India who have been made available food etc. from the canteen in question. Therefore, the agruments of the A/R of the respondents cannot be accepted that there are less than 250 workers in Air India. It also falsifies the other evidence adduced by or on behalf of respondents, since there are admittedly about 2000 employees working in Air India, therefore, the canteen in question is definitely a statutory canteen which was admittedly established by the respondents No. 1 being run by the respondent No. 3 and 4 which also runs its business under the administrative and supervisory control of respondent No. 1. Therefore, it cannot be accepted that there was no employee and employer relationship between the workman and the respondent No. 1 and 2.

24. Admittedly the workmen/claimants have been working for the last several years viz. 1980—1982, 1983, 1989, 1990 although the respondents have denied continuation of their service. It has been alleged by them that they were appointed again and again after certain break, but the workmen have claimed that the said break was merely a notional break to deprive them from their legal rights. It also amounts to unfair and illegal labour practice and arbitrariness of the management.

25. It is also worth to be mentioned that the work of the canteen which is obligatory to be run by the respondent No. 1 and 2 is of permanent nature and the work which was being done by the claimants are also of permanent nature. Therefore, their termination from service during pendency of the dispute before the conciliation officer or in this Tribunal despite the assurance given by the respondents before the court was illegal and arbitrary which cannot be legally sustained.

26. In view of the above discussions, it is clearly established that the canteen was established by the respondent No. 1 and 2 in view of the statutory provisions of sec. 46 of the Factories Act and its Rule to provide canteen services to its employees which was obligatory, as the strength of its employees was admittedly nearly 2000. Therefore, it was statutory canteen. It was being run through respondent No. 3 and 4 under all over supervision and administration of respondents No. 1 and 2 within the premises of respondent No. 1. Its infrastructures were also provided by the respondent No. 1. The engagement of the workmen through the respondents No. 3 and 4 was merely a camouflage. Therefore, I hold that the present workmen/ claimants were employees of the Air India respondent No. 1, and the Air India, respondent No. 1 was their employer as laid down repeatedly in various case laws of the Hon'ble Supreme Court. Accordingly I find that the demand of the workman, of all the connected cases mentioned above employed by Chef Air to provide canteen services at the establishment of Air India is perfectly justified and they deserve to be deemed, employees of the management of Air India. Their claim deserves to be allowed. Since they were terminated from their services during pendency of

the dispute either before the conciliation officer or before this labour Court/Tribunal, it was absolutely illegal, unjustified, and against the mandatory provisions of the I.D. Act. Mandatory provisions of Sec. 25F of the I.D. Act, 1947 were also not followed before their termination. Hence their termination deserves to be quashed and set aside. They are entitled to be reinstated in service with continuity in service and other consequential benefits, regularisation etc. and parity in pay with 50% of their back wages. They shall be reinstated and paid back wages in view of this award within 60 days after publication of the award in official gazette failing which the respondents shall be liable to pay interest at the rate of 60% per annum on the amount of back wages and the workman shall be entitled to get full pay/wages equal to other regular employees of class 'D' with the respondent No. 1. Parties shall bear their own costs. The award is given accodingly. A copy of this award shall be placed on each connected file, original being placed on the file of I.D. No. 97/96.

Dated : 5-5-2004. B. N. PANDEY, Presiding Officer

नई दिल्ली, 24 मई, 2004

का०आ० 1383.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द मरीन प्रोडक्टस एक्सपोर्ट डवलपमेंट ओथोरिटी, कोचीन, चेन्नई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 280/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2004 को प्राप्त हुआ था।

[सं. एल-33012/1/99-आई०आर० (विविध)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 24th May, 2004

S.O. 1383.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 280/2001) of the Central Government Industrial Tribunal Chennai, as shown in the Annexure, in the industrial dispute between employers in relation to the management of The Marine Product Export Development Authority, Cochin and Chennai and their workmen, which was received by the Central Government on 21-05-2004.

[No. L-33012/1/99-IR (M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

CHENNAI

Wednesday, the 20th November, 2002

PRESENT:

K. KARTHIKEYAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 280/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 283/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri M. Gopal and the Management of The Marine Products Export Development Authority, Cochin and The Marine Products Export Development Authority, Chennai.)

BETWEEN

Sri M. Gopal : I Party/Workman

AND

1. Marine Products Export Development Authority, Cochin. : II Party/ Managment
2. The Marine Products Export Development Authority, Chennai.

APPEARANCE:

For the Workman : M/s. M. Ramamoorthi & C.D. Sugumar, Advocates

For the Management : M/s. King & Partridge, Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (I) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-33012/1/99/IR(M) dated 09-11-99.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 283/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 280/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 13-02-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

When the matter was taken up for enquiry, no one has been examined as a witness on either side. 30 documents filed on the side of the I Party/Workman were marked by consent as Ex. W1 to W30. No. document has been marked as an exhibit on the side of the II Party/Management. The learned counsel for the II Party/Management had made an endorsement on the Counter Statement that the II Party

has no oral or documentary evidence. Then the case was posted to 22-8-2002 for arguments. As the P.O. was on leave on 22-8-2002, the case was taken up on 23-8-2002 the next working day for hearing the arguments of the counsel on either side. On that day, the counsel for the I party present represented that he wants to have original documents for the Xerox copies of the documents already marked. So on his request, the matter was adjourned to 30-8-2002 for arguments. Again on 30-8-2002 as the P.O. was on leave, the matter was taken up on 6-9-2002 and on that day, the originals of the Xerox copies filed already by the I Party has been produced with an affidavit and on petition by the I Party. The case was adjourned to 19-9-2002 for arguments. On that day also, as the counsel for the I Party was not present to advance arguments, the case was adjourned to 25-9-2002 for arguments. On that day, on request of the I Party/Petitioner by filing a petition, in the absence of his counsel, the case was adjourned to 10-10-2002 for the arguments of the counsel for the I Party. The learned counsel for the II Party/Management has advanced his arguments on the day. On 10-10-2002 also it was represented on behalf of the counsel for the I Party that he was not ready for arguments and the counsel on record for the I Party also was not present. Hence, it was held as no arguments for the I Party and the matter was reserved for orders to decide the case on merits with the available materials records on either side and on the exhibits filed by the I Party/workman and on the basis of the arguments of the learned counsel for the II Party/Management.

Upon perusing the Claim Statement, Counter Statement, the documentary evidence let in on the side of the I Party/Workman, the other material papers on record, after hearing the arguments advanced by the learned counsel for the II Party/Management alone and this matter having stood over till this date for consideration, this Tribunal has passed on merits, the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

> "Whether the action of the management of Marine Products Export Development Authority, Chennai interminating the services of the workman Sri. M. Gopal is justified? If not, to what relief is he entitled?"

2. The averments in the Claim Statement of the I Party/Workman Sri. M. Gopal (herein after refers to as Petitioner) are briefly as follows :—

> The Petitioner has studied upto V standard in the Panchayat Union Elementary School, Thirumarugal, Nannilam Taluk. He came to Chennai in the year 1960 seeking employment and having worked with various firms and individuals. He worked as a watchman for one Mr. Venkataraman, the retired Railway Engineer at his address No. 97, 11th cross street, Indira Nagar, Chennai and while he was on duty, he apprehended a burglar for which he was awarded a certificate of merit and a cash award of Rs. 50/- by the Commisioner of Police, Chennai. He registered his name in the Employment Exchange in the year 1970. A Call letter was sent by the Employment Exchange to the Petitioner to attend an interview with the Marine Products Export Development Authority, at Chennai for the post of a temporary watchman. He attended the interview. He was selected and appointed as a watchman at Chennai by the Deputy Director, Marine Products Export Development Authority. He joined the services of the office of the Deputy Director as a temporary watchman on18-10-79 on a daily wage of Rs. 10/-. After expiry of three months, he was told by the II Party/Management that unless he works in somebody else name, he cannot be continue in the job. So, the Petitioner worked further in that post in the name of his father Sri. L. Munian for three more months. Again, he continued to work for the next three months in his name. Thus, in various three months period, the Petitioner had worked in his name and under the name of his father Munian and his brother M. Nagulan. Thus, he worked and had deemed in continuous service from 18-10-79 onwards. Till the order of termination dated 17-1-83 during his service of three years, he received many such termination orders under different names. That termination order was served on him without notice and without stating any reason for termination. During the period of three years and three months from 18-10-79 and 17-1-83 the Petitioner had worked under several names. The Petitioner had approached Mr. Sivalingam his immediate superior in the the office and asked him why his services were terminated. It was replied by him that as the Petitioner had put in too many years of continuous years, his services have been terminated. Then the Petitioner made a representation to the then Deputy Director, Mrs. Elizabeth Leela George. She replied that she has no time to give any reasons. The Petitioner's father L. Munian died on 25-03-82. Petitioner's brother Nagulan had been in the services of M/s. Solidaire T.V. during the relevant period. At the time of his termination, the petitioner was not paid. So he got the assistance of the state legal aid board and filed W.P. No. 2744/1983 before the Hon'ble High Court of Madras seeking an interim direction to the II Party/Management to pay the Petitioner subsistence allowance at the rate of Rs. 200/- per month, pending the Writ Petition. In the Writ he prayed for an order to quash the order of the II Party/Management dated 17-1-1983 with the direction to them to reinstate the Petitioner with back wages and all other attendant

benefits. The Petitioner had filed a petition on 1-2-83 before the Regional Labour Commissioner (Central) Madras. The Hon'ble High Court had dismissed the Writ Petition on 18-4-86 on the ground that he had already invoked the process of remedy under Industrial Disputes Act. The Petitioner preferred a Writ Appeal No. 1361/86, that was also dismised on 5-1-87. Even thereafter, as the Petitioner's case was not referred for adjudication he filed W.P. No. 18246/94 wherein the High Court directed the Govt. to refer the dispute for adjudication. Pursuant to the said order of the High Court, the present reference has been made. The impugned order is arbitrary and illegal. The II Party/Management practice of insisting the Petitioner to work under different names to sustain his employment is an unfair labour practice aimed to deprive the Petitioner of the protection afforded to him under Industrial Disputes Act, 1947 and the other enactments. It is a violative of Article 21 of Constitution of India. It amounts to retrenchment within the meaning of Section (oo) of Industrial Disputes Act, 1947. The mandatory requirement under section 25F of Industrial Disputes Act, 1947 has not been complied with by the II Party/Management. Therefore, the impugned order of termination is void ab initio. The Petitioner has not been served with any notice or paid any amount at the time of his termination. The termination of the Petitioner is unjust, arbitrary and violative of the principles of natural justice. His last drawn wages was Rs. 300/- per month. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award setting aside the order of dismissal dated 17-01-83 and consequently direct the II Party/Management to reinstate the Petitioner in service with back wages, continuity of service and all other consequent benefit with costs.

3. The averments in the Counter Statement filed by the II Party/Management (hereinafter refers to as Respondent) are briefly as follows :—

This industrial dispute raised by the Petitioner is not maintainable either in law or on facts and is liable to be dismissed in limini. The Respondents will not come under the purview of the Industrial Disputes Act, 1947. The Petitioner is put to strict proof of the averments regarding his qualification. The averments contained in paras 3, 4 and 5 of the Claim Statement emanated for the fertile imagination of the Petitioner and the Petitioner has to prove the same. The Petitioner was engaged as temporary watchman as and when necessity arose, which will not amount to an implied contractual engagement. He has never been engaged on a regular basis. He has not rendered continuous service as defined under section 25B of the Industrial Disputes Act, 1947. He was not engaged in any vacancy or post in other words, there is no vacancy or post available with the Respondent to offer employment to the Petitioner. The claim of the Petitioner is stale barred by latches and as such he is not entitled to seek benefits under Industrial Disputes Act from the Respondent. It is denied that the then officers-in-charge Mrs. Elizabath Leela George or Mr. Sivalingam did made any such remarks as alleged by the Petitioner in Para 7. The Petitioner is in the habit of filing vexatious litigation which were rightly dismissed. The Respondents have not committed any unfair labour practice. The Petitioner has not rendered continuous service of 480 days in 24 calendar months. The temporary engagement of the Petitioner as Casual Labourer by the Respondent/Management does not enable the Petitioner to claim benefits under Industrial Disputes Act, 1947, alleging contravention of Section 25F of the said Act. Temporary contractual engagement of Casual Labour if at all will only fall within the ambit of Section 2(oo)(bb) of the Industrial Disputes Act, 1947 which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to rentrenchment and he cannot claim any relief from the Respondents under the Industrial Disputes Act much less retrenchment compensation or re-employment. The entire allegations in the Claim Statement are all deliberate piece of falsehood and hence they are denied. The Petitioner's averment that he had completed 240 days of continuous service in a period of 12 calendar months is denied. The Petitioner has come forward with the Claim Statement alleging non-employment with the Respondent/Managment with an ulterior motive and mala fide intention only to harass the Respondent. The alleged non-compliance of Section 25F of the Industrial Disputes Act, 1947 is untenable and cannot be sustained. The Petitioner is not entitled to any relief much less reinstatement in service, back wages, continuity of service and other attendant benefits. Hence, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the industrial dispute raised by the Petitioner with cost.

4. The Point of my consideration is :—

"Whether the action of the management of Marine Product Export Development Authority, Chennai in terminating the services of the workman Sri M. Gopal is justified? If not, to what relief is he entitled?"

Point :—

In support of the averments made by the Petitioner in his Claim Statement, he has not chosen to let in any oral evidence. He has filed 30 documents as his supporting exhibits. Under Ex. W1 it is stated that the services of the Petitioner temporary watchman for chassis of MPEDA are terminated w.e.f. 14-1-80.

Under Ex. W2 an order dated 22-3-80 the Petitioner and another Nagarajan, watchmen for Chassis were directed to report for duty at the premises of Director of Fisheries from 22-3-80 to watch over the four numbers of chassis until further orders. Then by an order dated 27-3-80 under Ex. W3 they were directed to report for duty at the premises of Southern India Chamber of Commerce to watch over the four numbers of chassis parked there. Ex. W4 is a memo dated 22-4-80 wherein the Deputy Director has stated that the Petitioner was temporarily appointed as watchman on daily wages at Rs. 10/- to look after the Ashok Leyland Chassis of MPEDA parked in the premises of Southern India Chamber of Commerce & Industry, Madras and his appointment was purely temporary and will not confer any right for regular employment in MPEDA and that his services will be terminated at any time or without assigning any reasons whatsoever. Further conditions of the employment also had mentioned in that memo. Ex. W5 is another office order dated 2-5-80 wherein the Petitioner and another Nagarajan Watchman Chassis were directed to report for duty at the premises of Southern Indian Chamber of Commerce to watch over four numbers of chassis parked there from 2-5-80(AN). Like that another office order dated 22-5-80 was given to the Petitioner and another Nagarajan as watchman for chassis. It is Ex. W6. Ex. W7 is an office order dated 21-7-80 stating that the services of Sri M. Gopal temporary watchman of MPEDA chassis are terminated w.e.f. 21-7-80. By a memo dated 26-7-80 the Petitioner was temporarily appointed as watchman on daily wages at Rs. 10 per shift to look after Ashok Leyland Chassis of the Respondent parked in the premises of Southern India Chamber of Commerce and Industry, Madras. It is also stated therein that his appointment is purely temporary and will not confer any right for regular appointment in the MPEDA and his services will be terminated any time without any notice and without any assigning any reason, whatsoever. Ex. W9, W11, W12, W14, W17, W19, W21, W23, W25 and W27 are other similar memos issued by the Deputy Director to the Petitioner offering him temporary appointment as watchman on daily wages at Rs. 10 per shift of 12 hours to look after the property of the Respondent/ Management in the premises of Southern India Chamber of Commerce & Industry and also at the premises of Director of Fisheries. Ex. W10, W13, W15, 16W, W18, W20, W22, W24 and W26 are orders passed by the Respondent/Management on different dates for terminating the temporary watchman service of the Petitioner. Ex. W28 is a letter sent by II Party/Management as a reply to his letter dated 25-1-83 directing him to call upon the II Party/Management office on or before 28-2-83 to collect his dues. Though the Petitioner has stated in his Claim Statement that an order dated 19-1-1983 was served on him informing that his services as temporary watchman has been terminated from 18-1-83, he has not filed that impugned order into Court. But in the prayer column, he has stated that he prays for an award to be passed by this Tribunal setting aside the impugned order of dismissal dated 17-1-83. Apart from these documents, there is no acceptable legal evidence on the side of the Petitioner to substantiate his averments in the Claim Statement that he worked for a period of three years three months continuously as a temporary watchman on a daily wages of Rs. 10 in his name as well as his father and brother's name. For the averment in his Claim Statement that he had worked during these period under several names, when the Respondent has taken objection to it in their Counter Statement that the Petitioner has put to strict proof the same, it is for the Petitioner to substantiate the same with acceptable legal evidence. But the Petitioner has not let in any acceptable legal evidence to that effect as oral or documentary.

5. The learned counsel for the Respondent/ Management would contend that Marine Products Export Development Authority is not an industry, so the industrial dispute is liable to be dismissed and the same has been pleaded in para 2 of the Counter Statement of the Respondent. In support of his contention, he has filed a Xerox copy of the Marine Products Export Development Authority Act, 1972, wherein Preamble it is stated that the Act is enacted to provide for establishment of the authority for the development of marine products industry under the control of the Union and for the matters connected therewith. So, from this it is seen that the Marine Products Export Development Authority itself is not an industry, but it is an authority established for the development of marine products industry under the control of the Union. Under Section 9 of this Act, it is clearly mentioned as what are all the functions of this Authority. A perusal of this statutory provisions under Section 9 clearly show that it does not come under the definition of industry. This Authority as stated by the learned counsel for the Respondent/Management is created by a statute, it cannot be denied. Further, the learned counsel for the Respondent/ Management would put forth an argument that the Hon'ble Supreme Court in a case reported as AIR 1994 SC 1698 MADHYAMIK SIKSHA PARISHAD UP vs. ANIL KUMAR MISHRA AND OTHERS has held that "persons working under educations board on *ad-hoc* assignment in the post not sanctioned have no right of regularisation of service for such employments and attributing status of workmen under Industrial Disputes Act the persons completing 240 days of work is not proper and that such duration of work does not create right to regularisaton. For the workers on temporary assignment only and working

on unsanctioned post, no right of regularisation exists." He would further argue that in a case reported as 1997 4 SCC 391 in HIMANSHU KUMAR VIDYARTHI AND OTHERS vs. STATE OF BIHAR AND OTHERS, the Supreme Court has held that "every Department of Govt. cannot be treated as Industry and that dispensing with services of persons engaged on daily wages in a Govt. Department therefore, is not a retrenchment." and has argued that the decisions cited in both these cases are applicable to the facts of this case. This argument advanced by the learned counsel for the Respondent can be accepted as correct. Petitioner has admitted in his Claim Statement as well as in the documents he filed as his exhibits that he was engaged on daily wages and it was only a temporary engagement. Furthermore, the Petitioner has stated in his Claim Statement that he worked as watchman for one Mr. Venkatraman, a retired Railway Engineer at his address No. 97, 11th Cross Street, Indira Nagar, Chennai. In the documents, he has filed as his exhibits his address has been given as 97, 11th Cross Street, Indira Nagar, Madras-20. From this, it is evident that he was doing the temporary watchman work under the Respondent/Management only as his additional employment. This discloses that he has no intention to work as a permanent employee. The Petitioner has also filed the xerox copy of the typed petition he presented under Section 2A of the Industrial Disputes Act, 1947 before the Regional Labour Commissioner (Central) Madras. In that also, he has given his address as 97, 11th Street, Indira Nagar, Adaiyar, Madras. In para 9 of the Counter Statement, the Respondent has clearly denied that the Petitioner had completed 240 days of continuous service in a period of 12 calendar months. In the Claim Statement, the Petitioner has not pleaded that he has worked for the period of 240 days in 12 calendar months immediately in the preceding year of his non-employment. To get the benefit under Section 25B of the Industrial Disputes Act, 1947 there must be a pleading to that effect in the Claim Statement and the same has got to be proved by legal evidence. The Hon'ble High Court of Madras in a case reported as 2001 4 LLN 903 between P.M. RAJU and PRESIDING OFFICER, LABOUR COURT MADURAI AND ANOTHER has held that "it is well settled that the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side has no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party, who has not pleaded his case properly." In the present case, though the Petitioner has pleaded that he worked in the names of his father and brother namely Munian and Nagulan respectively, he has not proved the same. The Hon'ble Supreme Court in a case reported as 2002 1 LLJ 1053 between RANGE FOREST OFFICER and S.T. HADIMANI that "in a dispute raised by the workman for a termination of service by the management, when he claims that he had worked for 240 days and his services terminated without paying retrenchment compensation, and the same has been denied by the management, the claimant has to lead evidence to show that he had worked for 240 days in preceding year by producing receipt of salary or wages or letter of appointment. Mere filing a claim is not sufficient evidence as it is his own statement." This decision of the Supreme Court is squarely applicable to the facts of this case. Here in this case also, the Petitioner has failed to prove this aspect. Therefore, there is no question of any retrenchment from service. From the documents he has filed it is seen that he was engaged as temporary watchman as and when required for safeguarding the chassis belong to the II Party/Management department. So, the type of employment given to the Petitioner by the Respondent Department comes squarely under Section 2 (oo)(bb) of the Industrial Disputes Act. Hence, the termination is not retrenchment and not illegal, since it is not *malafide*. The learned counsel for the Respondent/Management had further argued citing a judgement of the Hon'ble Supreme Court as reported as 2002 3 LLN 746 HARYANA STATE FCCW STORE LTD. AND ANOTHER vs. RAM NIWAS AND ANOTHER. In that judgement it is held by the Hon'ble Supreme Court that the workman engaged in business for procurement of supply of grains appointing workman to guard stock of grains lying in open area and such appointment on contractual basis on daily wages till the disposal of the stock or for specific period. Their disengagement/termination after clearance of stock or period of engagement does not amount to retrenchment and in such cases question of compliance of Section 25F does not arise." This decision of the Hon'ble Supreme Court is squarely applicable to the facts of this case also. From the exhibits filed by the Petitioner, it is seen that he was employed by Respondent department for temporary watchman to safeguard chassis parked in different premises for a certain period. So, from this, it is seen that engagement of the Petitioner for that work squarely comes under the excluded category of Section 2(oo)(bb) of the Industrial Disputes Act, 1947. So as it is held by the Hon'ble Supreme Court in the above cited cases, it cannot be construed as a retrenchment and the question of compliance of Section 25F does not arise. It is clearly held by Supreme Court in a case reported as 1996 LAB IC 914 between STATE OF RAJASTHAN AND OTHERS and RAMESHWARLAL AND GAHLOT that "appointment for fixed period is covered by Section 2(oo)(bb) and the termination in such cases is not retrenchment and not illegal unless it is *malafide* and provisions of Section 25F do not apply to those cases." So from all these cited references of the judicial pronouncements, it is seen that the Petitioner cannot have a right to claim of reinstatement in service for the work he has been engaged for the II Party/Management as a temporary watchman. He has also not pleaded that it is a permanent sanctioned post available in the Respondent/Management. So, under such circumstances, it can be concluded that the Petitioner Sri M. Gopal is not

entitled to any relief he prayed for against the II Party/Management much less the relief of reinstatement in service with back wages and other attendant benefits. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the concerned workman Sri M. Gopal is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th November, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : Nil

Documents Exhibited :—

For the I Party/Workman :—

Ex. No.	Date	Description
W1	14-01-80	Original order of termination issued by Respondent Terminating the services of the Petitioner.
W2	22-03-80	Original office order issued by the Respondent appointing Petitioner as Watchman.
W3	27-03-80	Original office order issued by Respondent extending the service of Petitioner.
W4	22-04-80	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W5	02-05-80	Original office order issued by Respondent to the Petitioner.
W6	22-05-80	Original office order issued by Respondent to the Petitioner.
W7	21-07-80	Original order of termination issued by Respondent to Petitioner.
W8	26-07-80	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W9	08-10-80	Original office order issued by Respondent to the Petitioner.
W10	22-10-80	Original order of termination issued by Respondent to Petitioner.
W11	27-10-80	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W12	21-11-80	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W13	21-11-80	Original order of termination issued by Respondent to Petitioner.
W14	23-02-81	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W15	08-05-81	Original order of termination issued by Respondent to Petitioner.
W16	19-08-81	Original order of termination issued by Respondent to Petitioner.
W17	26-08-81	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W18	17-10-81	Original order of termination issued by Respondent to Petitioner.
W19	20-10-81	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W20	13-1-82	Original order of termination issued by Respondent to Petitioner
W21	19-1-82	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W22	19-4-82	Original order of termination issued by Respondent to Petitioner.
W23	19-4-82	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W24	19-7-82	Original order of termination issued by Respondent to Petitioner
W25	24-7-82	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W26	21-10-82	Original order of termination issued by Respondent to Petitioner.
W27	22-10-82	Original order issued by Respondent appointing the Petitioner on daily wage basis.
W28	22-2-83	Original letter from the Respondent to the Petitioner calling upon him to collect the dues.
W29	18-4-86	Xerox copy of the order of Hon'ble High Court of Madras in W.P. No. 2744/83
W30	05-1-87	Xerox copy of the order of Hon'ble High Court of Madras in W.A. No. 1361/86.

For the II Party/Management : NIL

नई दिल्ली, 28 मई, 2004

का० आ० 1384.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आंध्र बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 84/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2004 को प्राप्त हुआ था।

[सं. एल-12012/140/93 आई०आर० (बी-II)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 28th May, 2004

S.O. 1384.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 84/93) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi-II, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workman, which was received by the Central Government on 12-5-2004.

[No. L-12012/140/93-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

(I.D. NO. 84/93)

Presiding Officer : R.N. Rai

In the matter of :—

Ms. Poonam Rani

Versus

Andhra Bank

AWARD

The Ministry of Labour by its letter No. L/12012/140/93/IR(B-II) Central Govt. dt. 16-11-1993 has referred the following point for adjudication. The point runs as hereunder :—

Whether the claim of Andhra Bank Employees' Union, Delhi that the injuries sustained by Ms. Poonam Rani on 23-9-1988 was during the course of her duty and that she is, therefore, entitled for special leave for 29 days from 24-9-1988 to 22-10-1988 as per para 18(IV) of bipartite settlement dt. 31-10-1979 is justified. If so, what relief, is Miss Poonam Rani entitled?

The claimant has filed statement of claim. In her statement of claim, it has been stated that Ms. Poonam Rani was working as a clerk at Andhra Bank, Connaught Circus Branch, New Delhi. While working at this branch, she had represented to her employer *i.e.*, Andhra Bank, that on 23-9-1988 she met with an injury while [illegible] telephone instrument of the bank [illegible] to intimate a depositor friend of the employee about her deposits. While making the telephone call the telephone instrument fell on her toes and she sustained injuries. Ms. Poonam Rani was advised bed rest from 24-9-1988 to 22-10-1988 i.e. for a period of 29 days. The concerned employee had applied for special leave for this period. The bank had declined to sanction the special leave to the employee stating that there is no such provision as special leave.

The management has filed written statement. In their written statement, it has been that the employee is only a clerk-cum-cashier and the alleged injury sustained by her, for the alleged fall of the telephone instrument on her feet, cannot be attributed to her employment. The telephone call attended to, by her was purely of her personal nature and the fall of the telephone instrument on her feet was due to her own negligence and for this the bank cannot be held responsible for the same. The injury did not arise out of and in the course of employment. Her nature of work did not require her to talk to customers on phone.

The claimant has filed rejoinder. In her rejoinder, she has denied all the allegations of written statement and she stated that injury was caused during handling of the telephone and she was on duty on that day so she should get special leave of 29 days.

Heard arguments from the sides of the management. The workman is not turning up for a long time. The workman has filed written argument. I have gone through the written arguments of the workman. Giving message to the relations of the family comes under the official duty and the workman should be deemed to be under the official duty on that day.

That it is admitted that she was an employee of a clerical cadre and she was ringing to some of her relations so at that time, she was not doing the duty of the bank and the injury caused to her does not come under official duty and she is not entitled to 29 days special leave.

The award is replied thus :—

The claim of Andhra Bank Employees' Union, Delhi that the injuries sustained by Ms. Poonam Rani on 23-9-1988 was during the course of her duty and that she is, therefore, entitled for special leave for 29 days from 24-9-1988 to 22-10-1988 as per para 18(IV) of bipartite settlement dt. 31-10-1979 is justified. The workman is not entitled to any relief as claimed for.

The award is given accordingly.

Dated : 29-4-2004

R.N. RAI, Presiding Officer

नई दिल्ली, 28 मई, 2004

का०आ० 1385.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.डी.बी.आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 5/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2004 को प्राप्त हुआ था।

[सं.एल-12012/138/2002 आई०आर० (बी.-II)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 28th May, 2004

S.O. 1385.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of IDBI and their workman, which was received by the Central Government on 17-05-2004.

[No. L-12012/138/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

CASE NO. CGIT-5/2003

Reference No. L-12012/138/2002-IR(B-II)

Shri Brijendra Kumar Mathur,
S/o Sh. Rajendra Kumar Mathur,
R/o 1545, Gangapole,
Char Darwaza,
Jaipur (Rajasthan)-302001 .... Applicant

Versus

1. The General Manager,
Industrial Development Bank of india,
Anand Bhawan, S. C. Road,
Jaipur (Rajasthan)-302006 ....Non-applicant

Present

Presiding Officer: **Sh. R. C. Sharma,**

For the applicant: Sh. Vikrant Gupta.

For the non-applicant: Sh. Rajendra Vaishya

Date of Award : 25-3-2004

AWARD

The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) has referred the following industrial disputes for adjudication to this Tribunal which runs as under :—

"Whether it is a fact that Shri Brijendra Kumar Mathur S/o Shri Rajendra Kumar Mathur was engaged during the period from 1-2-1997 to 30-9-2001 by the management of IDBI? If so, whether the action of the management of I.D.B.I. in terminating the services of workman Shri Brijendra Kumar Mathur w.e.f. 30-9-2001 was legal and justified? If not, what relief the workman is entitled to and from which date?"

2. In pursuance of the reference, the workman in his statement of Claim has averred that he was initially appointed to the post of electrician w.e.f. 1-2-97 by the respondent bank for electric work on the consolidated salary of Rs. 850/- per month as per order dated 10-3-97, who continued to work till 30-9-2001. His salary was increased to Rs. 900/- per month w.e.f. 1-4-97 and on 8-11-2000 he submitted an application for enhancement of his salary to the non-applicant management and demanded that it should be increased from Rs. 1000/- to Rs. 2000/- which irked the authorities and his service was terminated on 30-9-2001 without assigning any reason thereof and in violation of Section 25-F of the Act. The applicant has further stated that he has completed more than 240 days of the service with the non-applicant bank in the preceding calendar year. According to his averments, after the termination of his service, the non-applicant management appointed Sh. Radha Govind as electrician in his place without affording him an opportunity of employment. The applicant has pleaded that the management has acted in violation of Sections 25-F, 25-G and 25-H of the Act and has prayed that the non-applicants be directed to reinstate him in service with all consequential benefits.

3. In turn, the non-applicants, resisting the claim of the workman have stated that the General Manager and the Assistant Manager are not the proper parties to the claim and that the claimant had never been in the employment of the non-applicant bank. They have further denied that the workman was ever employed on a monthly salary of Rs. 850/-, that he had never applied for employment with the non-applicant bank and that he has never undergone the prescribed procedure for selection for the employment with the non-applicant bank. They have further alleged that the claimant was engaged on ad-hoc basis to carry out the repairs and maintenance of electrical appliances, whenever the situation arose. In support of their sand, they have further stated that no letter of offer of appointment/appointment was issued by the non-applicant to the claimant and that he cannot be construed at any point of time as a workman as defined under Section 2-S of the Act.

4. On 15-7-2003, on the pleadings of both the parties, the following points for determination were framed:—

I. Whether the applicant-workman was initially appointed to the post of Electrician with the non-

applicant bank from 1-2-97 whose salary was increased from time to time and whose service was illegally terminated on 30-9-2001 without any justification? BOA

II. Whether the applicant-workman has completed more than 240 days of continuous service under the non-applicant bank whose service was terminated in violation of Section 25-F of the ID Act? BOA

III. Whether after the termination of the service of the workman, a new recruitee Sh. Radha Govind was appointed by the non-applicant bank in violation of the provisions under Section 25-H of the ID Act? BOA

IV. Whether both the non-applicants are neither necessary nor proper parties to the dispute? BONA

V. Whether the applicant workman does not fall within the definition of the 'workman' under Section 2-S of the ID Act? BONA

VI. Relief, if any.

5. The workman has submitted his own affidavit, who was cross-examined on behalf of the non-applicant bank.

6. In the defence, the affidavits of Sh. Ajay Sharma, Assistant General Manager and Sh. Bhawani Singh, Assistant caretaker were placed on record, who were cross-examined on behalf of the workman.

7. In support of his case, the workman has brought on record as many as 11 documents. The non-applicants have not closen to file any document on record.

8. I have heard both the parties and have gone through the record.

9. The point-wise discussion follows as under :—

Points Nos. 1 & II

10. The facts of both these points relate to the same question. Hence, these are being discussed together.

11. The ld. representative for the workman contends that the workman was initially appointed as electrician by the non-applicant management vide order Ex. W/1 and even after the expiry of the term stated in this order, the workman continued in the service of the employer. When the workman demanded higher pay-scale, then it displeased the employer and the workman was removed from the service on 30-9-2001. As per the contention of the ld. representative, the salary was paid to the workman by the cheques which have been placed on record on behalf of the workman and his attendance was also marked in the attendance-register Ex. W/6. The ld. representative further argues that the attendance register of the remaining period has not been produced by the management which has withheld it and, therefore, adverse inference may be drawn against it. In support of his contention, the ld. representative has placed his reliance on the evidence of MW-2, Sh. Bhawani Singh, Caretaker and has contended that in his testimony, he has admitted that the attendance register of the workman was maintained in the office. Thus, the ld. representative submits that on a consideration of these documents produced on behalf of the workman, it is well-proved that he was appointed by the non-applicant bank and whose service was terminated in violation of Section 25-F of the Act.

12. Arguing contra, the ld. representative on behalf of the non-applicants submits that the workman was never appointed by the bank, that the appointment is made by the management by following the prescribed procedure thereof and that the letter Ex. W/1 shows that the management has taken the service of the workman on contractual basis which was subsequently cancelled. The ld. representative further submits that the workman had not applied for any employment under the bank and that he was never paid the salary but was given the wages in lieu of the work rendered by him. He was called by the management as per the need of the work.

13. I have given my anxious consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

14. The crucial point for determination which crops up is as to whether the workman was appointed by the non-applicant bank or whether it was a contractual employment between the workman and the non-applicant bank.

15. To establish his case, the workman has relied upon Ex. W/1, a letter issued on behalf of the non-applicant bank; Ex. W.2, a letter whereby the contract was terminated and the cheques Ex. W/4 and W/5 as also the attendance register Ex. W/6. It has been asserted on behalf of the workman that vide Ex. W/1, he was appointed by the non-applicant bank and that it is an appointment letter issued by the bank. On behalf of the non-applicants this averment has been tried to be controverted by stating that it was simply a contract entered into by both the parties.

16. In his cross-examination, the workman has deposed that prior to his employment, the vacancy was not advertised by the bank, nor the applications were invited and initially, a letter of employment Ex. W/1 was tendered to him. As per his deposition, it was the only letter given to him by which he was appointed by the bank. But further he has admitted this fact that in this letter, there is no mention about his appointment, but there is a description of assigning the work on the contractual basis. Further he has also admitted that he had accorded his consent as per the terms of this letter.

17. On the admission of the workman, it stands proved that Ex. W/1 is not the appointment letter, rather it is a letter intimating the terms of the contract for performing the electrical work by the workman and which was accepted by the workman. Per se, the leter Ex. W/1 does not appear to be an appointment letter, but it reads that the management has decided to assign the electrical work from 1-2-97 to 31-3-97 and then from 1-4-97 to 31-3-98 to the workman on the stipulated amount mentioned therein and also on the

terms incorporated in it. Therefore, it appears that both the parties has entered into an agreement to execute the specified work and the workman had accepted the terms of this contract.

18. The analysis supra is further fortified by the deposition of the workman who has further admitted in his cross-examination that two attendance registers were maintained by the bank, out of them, one attendance register was maintained for the staffers, whereas in the another attendance register, the attendance of the casual workers was marked. He has further admitted that his attendance was marked by Sh. Bhawani Singh, Assistance Caretaker (MW). The next factor which also goes to prove this fact that the workman was not regularly appointed by the bank is that the workman himself has admitted that salary slips were issued to the bank employees, whereas no salary slips was given to him but on being paid the wages, he used to sign upon the receipts thereof which were kept by Sh. Bhawani Singh. Further he has also admitted this fact that he used to purchase the electrical appliances from the market for which the payment was made over by the bank authorities and this admission is in conformity with the condition no. 2 of the letter Ex. W/1.

19. The workman in his cross-examination has also admitted that he had submitted the application Ex. W/3 before the bank authorities after going through it. Vide application Ex. W/3, the workman requested the bank authorities to enhance his wages from Rs. 1000/- to Rs. 2000/- per month.

20. Thus, viewed from these angles, this fact stands well-proved on the basis of the documentary and oral evidence led on a behalf of the workman that a contract was executed by both the parties, under the terms thereof the workman performed the assigned work to him and that he was not appointed by the non-applicant bank.

21. On behalf of the management, MW-1, Sh. Ajay Sharma and MW-2, Sh. Bhawani Singh have been examined in this context. Sh. Ajay Sharma in his cross-examination has emphatically denied that the letter Ex. W/1 is the appointment letter and has deposed that vide letter Ex. W/2 this contract was terminated and that no regular post of the electrician has been incorporated under the IDBI Staff Rules, 1980. He has further deposed that the selection of the employee is made by the management only for the regular posts and in the contigencies, as per the requirement of the work, the bank engages the casual workers on the contractual basis. He has also clarified that the amount paid to the workman through the cheques Ex. W/4 and W/5 pertained to the amount of the wages. Similarly, MW-2 has also affirmed this stand adopted by the management that the services of the workman were taken on the contractual basis and that he used to deliver the wages to the casual workers. Both these witnesses could not be shaken in their cross-examination on this point and their deposition appears to be convincing and trustworthy.

22. It has then been also contended on behalf of the workman that Ex. W/6 is the attendance register where at serial no. 4 ranks the name of the workman who attended the office in the month of August, 99. On the contrary, it has been shown on behalf of the non-applicants that a separate register of the casual workers was maintained by the management under the supervision of the MW-2, Sh. Bhawani Singh.

23. On behalf of the workman, only one photostat copy of the attendane register pertaining to the month of August, 99 could be produced on the record. Firstly, so far as the remaining copies of the attendance registers are concerned, on a careful perusal of the record, it appears that the workman had not tried to move any application before the Court to call upon the management to place such copies before the Court so as to substantiate his claim. Secondly, regarding the copy of the attendance register Ex. W/6, the management has rendered a plausible explanation that the attendance register of the casual workers was separately maintained by it for the supervision of their work. Hence, this contention advanced on behalf of the workman is not tenable.

24. The Id. representative for the workman in support of his contention has referred to **AIR 2000 Sc 454; 1994 Suppl. (3) SCC 671 & AIR 1968 SC 1413.**

25. In **AIR 2000 Sc 454,** the facts are that the workmen were appointed for one year who were not confirmed thereafter, but after a short break they were reappointed against the vacant post, who continued to work on the vacant permanent post for the 18 months and completed more than 240 days of continuous service for one calendar year immediately preceding to their termination. Under these circumstances, the Hon'ble Court has held the termination to be null and void. Apparently, the facts of this case are not applicable to the case in hand.

26. In **1994 Suppl. (3) SCC 671,** the Hon'ble Court considered the payment of the back-wages from the date of termination till the reinstatement granted. In view of the aforesaid discussion on the facts of the case, the factum of the grant of back-wages to the workman does not survive. Hence, the facts of the cited case, too, are not applicable to the present case.

27. In **AIR 1968 SC 1413,** the Hon'ble Apex Court has held that a party in possession of the best evidence which would throw light on the issue on controversy, if withholds it, then the Court ought to draw an adverse inference against the party notwithstanding that the onus of proof does not lie on him.

28. As has been stated earlier that on behalf of the management for keeping the attendance register like Ex. W/6, a reasonable explanation has been rendered which also appears to be plausible, Hence, the Id. representative for the workman does not derive any assistance from this judgment.

29. On the basis of the foregoing discussion, the instant case is covered under Section 2 (oo) (bb) of the Act and the termination of the service of the workman does not amount to retrenchment. Hence, both the points are answered against the workman.

Point No. III

30. Under the foregoing discussion, it has been held that the workman was not appointed by the management, rather his services were taken on the contractual basis and in terms of the letter Ex. W/1.

31. The ld. representative for the workman contends that after the termination of the workman, the non-applicant bank had appointed one employee named Sh. Radha Govind without offering an opportunity of employment to the workman in violation of Section 25-H of the Act. The ld. representative for the non-applicants refutes this contention.

32. The workman Sh. B. K. Mathur in his cross-examination has admitted that he had not seen the appointment letter of Sh. Radha Govind. So, it is crystal clear that no appointment letter was issued to Sh. Radha Govind. However, MW-1, Sh. Ajay Sharma and MW-2, Sh. Bhawani Singh have respectively admitted the employment of Sh. Radha Govind by the non-applicant management, but both of them have further clarified that after the termination of the workman, Sh. Radha Govind had performed the work of electrician with the management for a short period.

33. Neither the appointment letter of Sh. Radha Govind in the form of a regular employee could be placed on the record on behalf of the workman not it could be proved on the basis of the oral testimony adduced on behalf of the workman that he was ever selected/appointed to the post of electician with the non-applicant bank. Hence, the workman could not be able to establish this fact and resultantly, this point is also decided against the workman.

Point No. IV

34. The burden of proof lies upon the non-applicants and this point has not been pressed on behalf of them. Hence, it is decided against them.

Point No. V

The ld. for the non-applicants has argued that as per the definition of the 'workman' under Section 2(S) of the Act, the applicant was never employed by the non-applicant bank and he performed the work on the contractual basis. Therefore, he cannot be treated to be a workman. The Id. representative has placed his reliance upon **2002(3) RLW Rajasthan 1869.**

36. On the other hand, the ld. representative for the workman submits that the workman was employed by the non-applicants who even continued after the termination of the agreement and that he falls within the purview of Section 2 (S) of the Act.

37. The facts of the controversy as stated above are not required to be reiterated to decide this point. The assess this fact whether the applicant falls within the ambit of Section 2(S) of the Act or not, the guidelines may be derived from the decisions referred to supra by the ld. representative for the non-applicants reported in 2002 (3) RLW Rajasthan 1869. The relevant paragraphs of the aforesaid decision are reproduced below for the sake of the convenience wherein the Hon'ble Court has observed as under :—

"In M/s J. K. Cotton Spinning & Weaving Mills Co. Ltd. Vs. The Labour Appellate Tribual (69), the Apex Court held that the words "employed in any industry" contained in Section 2(S) cannot be construed liberally and any employee engaged in any work or operation, which is incidentally connected with the main industry of the employer, would also be a workman provided he fulfills the other requirements of the definition, The Court emphasized that while dealing with the question of incidental relationship with the main industrial operation, a limit has to be prescribed so as to exclude the operations or activities, whose relation with the main industrial activity may be remote, indirect or far-fetched. The court was dealing with the issue whether Malis empoyed by the industry maintaining the bungalows of its officers were workmen within the meaning of the definition and held that Malis appointed by the employer for the said purpose were workmen."

38. Further, the Hon'ble Court has also observed that even the employees performing the occasional works would also be treated to be a workman and has expressed the views as under:—

"The employee doing occasionally supervisory work, but generally manual, was held to be a workman within the definition of the word in Anand Bazar Patrika (Pvt.) Ltd. Vs. Workmen (70)."

39. Then, the Hon'be Court while concluding the discussion on the point has observed that **"an employee claiming the status of a workman must fall in either of the categories mentioned in the definition and should not fall in either of the exceptions provided therein and for this purpose, nature of dominant, not mere incidental, duties and power confirmed upon him. are the decisive factors, not his designation".**

40. Obviously, the applicant in the instant case is not covered under the exceptions to Section 2 (S) and undoubtedly he was performing the manual work for wages under the terms of employment of the management and therefore, he can be treated to be a workman as defined under Section 2(S) of the Act. Thus, the contention canvassed on behalf of the non-applicants is unsustainable being devoid of any force.

41. For the foregoing reasons and on account of the conclusions arrived at under points no. I, II & III against the workman, he is not entitled to get the relief claimed and his claim deserves to be rejected. Accordingly, the reference is answered in the negative against the workman and in favour of the non-applicants and it is held that the action of the management of IDBI in terminating the services of the workman Sh. B. K. Mathur w.e.f. 30-9-2001 was legal and justified. The award is passed in the aforesaid terms.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 28 मई, 2004

का०आ० 1386.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, श्रीगंगानगर के पंचाट (संदर्भ संख्या 9/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2004 को प्राप्त हुआ था।

[सं० एल-12012/128/2002-आई०आर० (बी-II)]

सी० गंगाधरण, अवर सचिव

New Delhi, the 28th May, 2004

S.O. 1386.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9/2003) of the Labour Court, Sri Ganganagar as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 17-5-2004.

[No. L-12012/128/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

अनुबन्ध

न्यायाधीश, श्रम न्यायालय,
श्रीगंगानगर (राज०)

पीठासीन अधिकारी :
श्री बृजमोहन गुप्ता, आर०एच०जे०एस०

श्रम विवाद प्रसंग (केन्द्रीय) संख्या : 9/2003

भंवर लाल सोनी,
पुत्र श्री लच्छी राम सोनी,
निवासी 40 डी. ब्लाक,
श्रीगंगानगर। : प्रार्थी/श्रमिक

बनाम

क्षेत्रीय प्रबन्धक,
पंजाब नेशनल बैंक एवं
अन्य कार्यालय श्री गंगानगर : अप्रार्थी/नियोजक

उपस्थित :

1. श्री नीरज चावला : प्रतिनिधि प्रार्थी।
2. श्री इन्द्रभान गुप्ता : प्रतिनिधि अप्रार्थी।

अधिनिर्णय

दिनांक 22-4-2004

1. सचिव, श्रम मंत्रालय, भारत सरकार ने अपनी अधिसूचना क्रमांक एल-12012/128/2002-आई.आर.(बी-II) दिनांक 27 जनवरी, 2003 द्वारा निम्न विवाद वास्ते अधिनिर्णय इस श्रम न्यायालय, श्री गंगानगर को प्रेषित किया है, जिसे दिनांक 5-3-2003 को दर्ज किया गया।

> "Whether the action of the management of Punjab National Bank in according the punishment of dismissal from service without notice of Sh. Bhanwar Lal Soni vide Order dated 13-12-2000 was legal and justified? If not, what relief the workman is entitled to and from what date?"

2. पक्षकारों को तलब किया गया। प्रार्थी ने उपस्थित होकर अपना क्लेम प्रस्तुत किया है और कथन किया है कि उसकी नियुक्ति दिनांक 2-11-1982 को लिपिक-कम-खजान्ची के पद पर न्यू बैंक आफ इण्डिया में हुई थी। जिसका विलय दिनांक 3-9-93 को पंजाब नेशनल बैंक में हो गया और वह इस प्रकार पंजाब नेशनल बैंक का कर्मचारी बन गया तथा बीरबल चौक गंगानगर में कार्यरत रहा। वह अपना कार्य पूर्ण निष्ठा और ईमानदारी से करता था। कुछ व्यक्तियों ने दुर्भावना से प्रेरित होकर उसके विरुद्ध एफ.आई.आर. संख्या 185/99 पुलिस थाना पुरानी आबादी श्री गंगानगर में दर्ज करा दी। वह इस दिनांक से पूर्व गम्भीर रूप से बीमार था। मनोचिकित्सा विभाग में उसका इलाज चल रहा था। पत्र दिनांक 10-8-99 के द्वारा उसे दिनांक 20-7-99 को निलम्बित कर दिया गया और फिर दिनांक 4-1-2000 को उसे आरोप पत्र दिया गया और जिसका जवाब उसने दिनांक 25-1-2000 को दे दिया। उसके जवाब को संतोषजनक नहीं माना गया और जांच अधिकारी की नियुक्ति कर दी गई। जो जांच अधिकारी तय किया गया उसे भी बिना कारण के बदलकर नया जांच अधिकारी बना दिया गया। जिसने प्राकृतिक न्याय के सिद्धांतों की अवहेलना करते हुए प्रार्थी को सुनवाई का मौका दिये बिना आरोपों की जांच कर ली और जांच रिपोर्ट दिनांक 20-8-2000 को प्रस्तुत कर दी। जो पांच आरोप लगाये गये थे उनमें से 4 आरोपों को साबित मान लिया गया। जांच पूरी होने के उपरान्त विपक्षी द्वारा अपने आदेश दिनांक 13-12-2000 के द्वारा बिना सूचना बर्खास्तगी के दण्ड से दण्डित कर दिया गया। जिसकी अपील जोनल मैनेजर के यहां प्रस्तुत की गई। परन्तु अपीलीय अधिकारी ने दिनांक 1-10-2001 को उसकी अपील खारिज कर दी। उसे कारण बताओ नोटिस जारी करने से पूर्व जांच रिपोर्ट की प्रति भी उपलब्ध नहीं कराई गई थी और जिस एफ.आई.आर के आधार पर निलम्बित किया गया था। उस समय अनुसन्धान चल रहा था। अतः उसने क्लेम प्रस्तुत कर बिना सूचना बर्खास्तगी के आदेश को निरस्त करने की मांग की है और समस्त लाभ सहित सेवा में पुनःस्थापित किये जाने की प्रार्थना की है।

3. विपक्षी द्वारा जबाव प्रस्तुत करके क्लेम का विरोध किया गया है और यह अभिकथन किया गया है कि जब प्रार्थी विपक्षी बैंक में कार्यरत था तब उसकी पत्नी श्रीमती अलका सोनी द्वारा पूजा सेल्स प्रमोशन का कारोबार प्रारम्भ किया गया, जिसमें प्रार्थी सक्रिय रूप से सम्बन्धित रहा। यह लोगों से मासिक किश्त के रूप में राशि एकत्रित करता था और उन्हें लाटरी में टी.वी., फ्रिज, मोटर साईकिल देने का प्रलोभन देता था। कई व्यक्तियों की किश्तें पूरी हो गईं, किन्तु उन्हें कोई वस्तु प्रदान नहीं की गई तब उसके विरुद्ध मुकदमा दर्ज करवाया गया था

जिसमें प्रार्थी को दिनांक 20-7-99 को गिरफ्तार किया गया था। एक माह जेल में रहने के उपरान्त उसकी जमानत हुई थी। वह इस दिनांक से पूर्व न तो अस्वस्थ था और न उसका कोई इलाज चल रहा था। बल्कि जिन व्यक्तियों के साथ धोखाधड़ी की गई थी उनके द्वारा दर्ज कराये गये मुकदमे से बचने के लिए फरार हो गया था। बैंक द्वारा दिनांक 4-1-2000 को आरोप-पत्र दिया गया था जिस पर विधिवत जांच अधिकारी बनाया जाकर विभागीय जांच कराई गई थी। जिसकी सूचना समय-समय पर प्रार्थी को दी गई थी। मगर प्रार्थी किसी न किसी बहाने से विभागीय जांच को लम्बित करता रहा। उसने विभागीय जांच को रोकने के लिए प्रार्थना-पत्र भी दिया था जिसे युक्तिसंगत नहीं माना गया। प्रार्थी जानबूझकर विभागीय जांच के समय उपस्थित नहीं हुआ। दिनांक 13-7-2000 को भी प्रार्थी सुनवाई के दौरान सूचना होने के बावजूद भी उपस्थित नहीं हुआ था। दिनांक 3-8-2000 को प्रार्थी सुनवाई के दौरान एक प्रार्थना-पत्र प्रस्तुत करके जांच कार्यवाही को छोड़कर चला गया था इसलिए जांच अधिकारी ने उसकी अनुपस्थिति में कार्यवाही प्रारम्भ रखी और जांच पूरी करके रिपोर्ट प्रस्तुत की, जिस पर प्रार्थी को सुनवाई का अवसर देकर दिनांक 13-12-2000 को जांच रिपोर्ट को स्वीकार कर लिया गया और अपील पेश होने पर सुनवाई की जाकर उसे भी निरस्त कर दी गई।

4. विपक्षी का यह कथन है कि जांच कार्यवाही में सभी प्राकृतिक नियमों की पालना की गई है, पूर्ण सुनवाई का अवसर प्रदान किया गया है अत: क्लेम निरस्त किये जाने की मांग की गई है। यह भी प्रार्थना की गई है कि यदि किसी प्रकार से जांच को फेयर नहीं माना जावे तो विपक्षीगण को न्यायालय में साक्ष्य प्रस्तुत करने का अवसर प्रदान किया जावे।

5. सर्वप्रथम इस बिन्दु पर बहस सुनी गई कि विभागीय जांच वैध प्रकार से की गई है अथवा नहीं। प्रार्थी ने विभागीय जांच की वैधता को चुनौती दी थी। इस सम्बन्ध में बहस सुनी जाकर दिनांक 20-2-04 को आदेश पारित किया गया और यह माना गया कि विपक्षी द्वारा जो जांच करवाई गई थी वह वैध नहीं थी। इसलिए आरोपों को साबित करने के लिए विपक्षी को साक्ष्य प्रस्तुत करने का अवसर प्रदान किया गया।

6. विपक्षी ने अपने समर्थन में एन.ए.डब्ल्यू 1 बालकिशन, एन.ए. डब्ल्यू 2 कैलाश, एन.ए. डब्ल्यू 3 अनिल कुमार, एन.ए. डब्ल्यू 4 पदम प्रकाश, एन.ए. डब्ल्यू 5 आर. बी. अग्रवाल, एन.ए. डब्ल्यू 6 गुरदेव सिंह, एन.ए. डब्ल्यू 7 एम. पी. जैन, एन.ए. डब्ल्यू 8 आर.जी. शर्मा, एन.ए. डब्ल्यू 9 मलकीयत सिंह, एन.ए. डब्ल्यू 10 स्वरूप सिंह, एन.ए. डब्ल्यू 11 आत्मा राम, के कथन लेखबद्ध कराये हैं। जबकि प्रार्थी ने इस साक्ष्य के विरोध में ए. डब्ल्यू 1 भंवर लाल सोनी, ए. डब्ल्यू 2 रामेश्वर, ए. डब्ल्यू 3 लछीराम, के कथन लेखबद्ध कराये हैं।

7. उभय पक्षकारान की बहस सुनी गई। पत्रावली का अवलोकन किया गया। प्रार्थी की तरफ से निम्न न्यायिक निर्णय प्रस्तुत किये गये हैं :—

1. 1971 लैब. आई. सी 465 (एस. सी)
2. 1996 लैब. आई. सी 2543 (केरल)
3. 19.. (11) एल.एल.जे. एस. सी. 14..
4. 2002 लैब.आई. सी 2248 गुजरात

8. सर्वप्रथम मैं उन आरोपों को उल्लेखित कर रहा हूं जो आरोप पत्र द्वारा प्रार्थी पर लगाये गये हैं और जिन्हें साक्ष्य के द्वारा विपक्षी को प्रमाणित करना है। ये 5 आरोप निम्न प्रकार हैं :—

1. आप प्रत्यक्ष अथवा अप्रत्यक्ष रूप से स्वयं के लाभ के लिए व्यापारिक गतिविधियों में लिप्त रहे हैं। आपकी पत्नी श्रीमती अलका सोनी द्वारा संचालित फर्म मै० पूजा सेल्स प्रमोशन से आप सक्रिय रूप से सम्बद्ध रहे हैं। आपका यह कृत्य द्विपक्षीय समझौते के चैप्टर 19 के पैरा 5(ए) के अन्तर्गत घोर अपचार है।

2. आप दिनांक 14-3-99 से बिना पूर्व अनुमति के 30 दिन से भी अधिक अवधि के लिए लगातार कार्यालय से अनुपस्थित रहे हैं। आपका यह कृत्य द्विपक्षीय समझौते के चैप्टर 19 के पैरा 5 (पी) के अन्तर्गत घोर अपचार है।

3. आप कार्यालय से बिना पूर्व अनुमति के अनाधिकृत रूप से कई बार अनुपस्थित रहे हैं। उदाहरणार्थ वर्ष 94 में 63 दिन, वर्ष 97 में 27 दिन, वर्ष 98 में 46 दिन। आपकी यह अवैतनिक व अनाधिकृत अनुपस्थिति द्विपक्षीय समझौते के पैरा 5 (जे) चैप्टर 19 के अन्तर्गत घोर अपचार है।

4. स्थानीय पुलिस द्वारा आपको भारतीय दण्ड संहिता की धारा 420 व 406 के अन्तर्गत गिरफ्तार किया गया था व आप करीब एक माह तक जेल में बंद रहे हैं। आपके विरुद्ध स्थानीय पुलिस ने मुकदमा संख्या 185/99 दिनांक 22-5-99 दर्ज हुआ है। आपके धोखाधड़ी के कृत्य द्विपक्षीय समझौते के चैप्टर 19 के पैरा 5 (जे) के अन्तर्गत घोर अपचार है। आप पर पुलिस द्वारा धोखाधड़ी के आरोप में मुकदमा चलाया जा रहा है। आपने जनता के व्यक्तियों के साथ-साथ स्टाफ सदस्यों के साथ भी धोखाधड़ी की है।

5. आपके द्वारा स्टाफ के सदस्यों व जनता के लोगों को बड़ी राशियों के चैक जारी किए गए हैं जो कि आपके स्टाप पेमेन्ट के निर्देश/पर्याप्त राशि के अभाव में बिना भुगतान के लौटकर आ गये जिनका ब्यौरा निम्नलिखित है :—

चैक सं.	दिनांक	रुपये	पक्ष में	आहरित	लौटाने के कारण
क. 761599	31-3-99	46500	श्री घनश्याम महेश्वरी	पी.एन.बी.ओ क्षेत्र. श्रीगंगानगर।	स्टाप पेमेन्ट
ख. 33763	5-4-99	7250	श्री मलकीतसिंह	न.क.म. श्रीगंगानगर	
ग. 619754	13-3-99	10500	श्री विजय नरूला	मीरा चौक गंगानगर	अपर्याप्त
घ. 619755	-वही-	-वही-	-वही-	-वही-	-वही-

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चैक सं.	दिनांक	रुपये	पक्ष में	आहरित	लौटाने के कारण
ङ 619760	16-3-99	3250	श्री अमीत नागपाल	-वही-	-वही-
च. 619756	13-3-99	7500	मै० मीनाक्षी इलेक्ट्रोनिक्स	-वही-	-वही-
छ. 619752	20-3-99	6500	श्री सुभाष चड्ढा	-वही-	-वही-
ज. 619753		2500	श्री श्यामलाल बत्रा	-वही-	-वही-
झ. 337633	5-4-99	7500		न.क.म. श्रीगंगानगर	-वही-
त. 337634	5-4-99	12900		-वही-	-वही-
थ. 337632	10-4-99	7250		-वही-	-वही-
द. 337633	5-4-99	7500		-वही-	-वही-
ध. 761578	31-3-99	30500	श्री पदमप्रकाश	एसबीबीजेओ. क्षे श्रीगंगानगर	स्टाप पेमेन्ट

बिना पर्याप्त निधि के चैक का जारी करना तथा भुगतान के समय पर्याप्त निधि की व्यवस्था न करना आपके ऐसे कृत्य हैं जिनसे बैंक की छवि पर विपरीत प्रभाव पड़ा है। आपके यह कृत्य त्रिपक्षीय समझौते के चैप्टर 19 के पैरा (जे) के अन्तर्गत गंभीर अपचार

आपको सलाह दी जाती है कि आप उपर्युक्त आरोप पत्र का जवाब इस कार्यालय को दिनांक 15-1-2000 तक अवश्यमेव प्रस्तुत कर दे अन्यथा यह समझा जायेगा कि आपको अपने बचाव में कुछ नहीं कहना है आप आरोपों को स्वीकार करते हैं एवं आपके की कार्यवाही एकतरफा की जायेगी।

अगर आप उपर्युक्त आरोपों से सम्बन्धित किसी रिकार्ड का अवलोकन करना चाहते हैं तो रिकार्ड की सूची से इसे अवगत करवाये ताकि अवलोकन की व्यवस्था करवाई जा सके।

आरोप संख्या

8. इस आरोप में विपक्षी द्वारा यह स्वीकृत किया है कि फर्म पूजा सेल्स प्रमोशन की मालिक श्रीमती अलका सोनी थी। प्रार्थी पर यह आरोप लगाया गया है कि वह प्रत्यक्ष अथवा अप्रत्यक्ष रूप से स्वयं के लाभ के लिए व्यापारिक गतिविधियों में लिप्त रहता था और अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित रहता था। इस तथ्य को साबित करने का भार विपक्षी पर है। विपक्षी ने इस तथ्य को साबित करने के लिए एन.ए. डब्ल्यू.1 बालकिशन, एन.ए.डब्ल्यू. 2 कैलाश, एन.ए.डब्ल्यू. 3 अनिल, एन.ए.डब्ल्यू 4 पदमप्रकाश, एन.ए.डब्ल्यू 8 गुरदेवसिंह, एन.ए.डब्ल्यू 9 मलकीयत सिंह व एन.ए.डब्ल्यू. 11 आत्माराम के कथन कराये हैं, जिनकी साक्ष्य की विवेचना की जा रही है।

9. एन.ए.डब्ल्यू 1 बालकिशन ने अपनी साक्ष्य में बताया है कि वह पी.एन.बी. बैंक में जाता रहता था। आर.डी. खाता खुलवाने के लिए भंवर लाल से बातचीत की तो उसने बताया कि आर.डी. खाते में कुछ नहीं रखा है और उसे विश्वास में लेकर बैंक के अन्दर ही स्वयं की स्कीम का मैम्बरशिप का कार्ड बना दिया। यह खाता उसने अपनी पुत्री नीतिका के नाम से खुलवाया था और किश्त का भुगतान भी उसने भंवर लाल सोनी को किया था। भंवर लाल सोनी ने चैक प्रदर्श 28 उसे दिया था, जिसका भुगतान नहीं हो सका और बैंक ने रिटर्न मीमो प्रदर्श 29 के द्वारा उसे चैक लौटा दिया। इस सम्बन्ध में प्रदर्श 27 के जरिए उसने बैंक में शिकायत की थी। प्रति परीक्षा में उसने यह बताया है कि उसने चैक डिसऑनर होने का केस नहीं किया और स्वेच्छा से वह स्कीम का सदस्य

10. विद्वान अधिवक्ता प्रार्थी की तरफ से यह बहस की गई है कि इस साक्षी ने शिकायत दिनांक 15-4-2000 को की है। जबकि आरोप पत्र पहले ही दिनांक 4-1-2000 को मिल चुका था। उनका दूसरा तर्क यह है कि यह स्वेच्छा से पूजा सेल्स का सदस्य बना है। इन तर्कों का विरोध विपक्षी की तरफ से किया गया है ।

11. मैंने दोनों पक्षों के तर्कों पर विचार किया। यह सही है कि इस साक्षी द्वारा जो शिकायत की गई है वह दिनांक 15-4-2000 को की गई है। मैंने शिकायत का अवलोकन किया। प्रदर्श 27 शिकायत में भी वही तथ्य अंकित किये गये हैं जो कि साक्षी ने न्यायालय में दी गई साक्ष्य में अंकित किये हैं। इस साक्षी को जो चैक प्रार्थी द्वारा दिया गया है वह प्रदर्श 28 है जो कि 10-4-99 का है और रिटर्न मीमो प्रदर्श 29 के द्वारा चैक बैंक द्वारा लौटा दिया गया है। चैक इसलिए लौटाया गया है कि चैक जारीकर्ता भंवर लाल ने भुगतान पर रोक लगा दी थी। इस चैक के सम्बन्ध में प्रार्थी ए. डब्ल्यू. 1 भंवर लाल का यह कथन है कि चैक पर उसके हस्ताक्षर दबाव में करवाये गये थे। परन्तु साक्षी बालकिशन को ऐसा कोई सुझाव प्रति परीक्षा में नहीं दिया गया है कि दबाव देकर उसके हस्ताक्षर इस चैक पर करवाये गये थे। इससे यह साबित हो जाता है कि चैक स्वेच्छा से प्रार्थी द्वारा इस साक्षी को जारी किया गया था। प्रार्थी का यह तर्क स्वीकार किये जाने योग्य नहीं है कि बैंक अधिकारियों ने बाद में इस साक्षी को खुलाकर दुर्भावना से झूठी शिकायत ले ली है, क्योंकि इस साक्षी की कोई रन्जिश प्रार्थी से नहीं थी। क्योंकि इसे चैक इस शिकायत से पूर्व ही जारी कर दिया गया था इसलिए इस साक्षी के कथन विश्वसनीय हो जाते हैं और इस साक्षी के कथन से यह निष्कर्ष निकलता है कि जब यह साक्षी बैंक में आर.डी. खाता खुलवाने गया तो प्रार्थी ने आर.डी. खाता खोलने की सलाह नहीं दी। खाता खोलने से उसे रोका

और अपनी पत्नी द्वारा जो स्कीम चलाई जा रही थी उसका सदस्य बना लिया। इससे यह निष्कर्ष निलकता है कि यह अपनी पत्नी की फर्म के लिए सक्रिय रूप से कार्य कर रहा था और उसमें जमा राशि को लौटाने के लिए चैक भी जारी किया था और पत्नी की फर्म से सक्रिय रूप से सम्बन्धित था।

12. अब मैं साक्षी एन.ए.डब्ल्यू. 2 कैलाश अग्रवाल के कथनों का उल्लेख कर रहा हूं, जिसने अपनी साक्ष्य में यह बताया है कि उसका कार्य बैंक में प्रतिदिन जाने का पड़ता है। प्रार्थी को जानता था। एक बार प्रार्थी ने उसे बताया कि उसने कलर टी.वी. की स्कीम चला रखी है जिसका सदस्य बनने पर ड्रा निकालते हैं। उसने 8 खाते खुलवा लिये। पैसे भी इन खातों से भंवर लाल सोनी को ही देता था। उसने बैंक में शिकायत प्रदर्श 37 की थी और अपने पैसे भंवर लाल से वापिस दिलाने के लिए कहा। स्कीम के कार्ड प्रदर्श 98 से 107 तक है जो रसीद पैसे पर दी गई थी वह प्रदर्श 108 से 114 है। प्रति परीक्षा में बताया है कि वह स्वेच्छा से सदस्य नहीं बना था। बल्कि भंवर लाल सोनी के कहने से बना था। इस साक्षी द्वारा जो शिकायत की गई है। वह दिनांक 18-6-99 को प्रदर्श 37 की गई है जो कि आरोप पत्र देने से पूर्व की है।

13. प्रदर्श 37 शिकायत का अवलोकन किया गया। इसमें भी इस साक्षी ने यही तथ्य अंकित कर रखे हैं कि बी.एल. सोनी द्वारा जो स्कीम चलाई जा रही है उसमें उसने परिवार के व्यक्तियों को स्कीम का मैम्बर बनाया है, किन्तु बी.एस. सोनी द्वारा उसके पैसे नहीं लौटाये जा रहे हैं और यह कहता है कि चैक दे देगा। पचास हजार रुपये राशि उसने जमा करा रखे हैं। इस साक्षी की साक्ष्य को यह कह कर चुनौती प्रार्थी की ओर से दी गई है कि इस प्रार्थना-पत्र प्रदर्श 37 में यह अंकित नहीं किया गया है कि भंवर लाल सोनी के कहने से वह सदस्य बना था। जिसका विरोध विपक्षी की तरफ से किया गया है।

14. मैंने दोनों पक्षों के तर्कों पर विचार किया। यह सही है कि इस शिकायत में ऐसा अंकित नहीं है, परन्तु इस साक्षी को तो यह पता नहीं है कि यह फर्म वास्तव में इसकी पत्नी की थी। यह तो उस फर्म को बी.एल. सोनी की ही मानता है, क्योंकि बी.एल. सोनी से ही पैसे बार-बार मांगे हैं और बी.एल. सोनी ने ही चैक जारी करने को कहा था कि वह चैक के जरिए राशि लौटा देगा। इसलिए यह नहीं कहा जा सकता कि इस शिकायत से हटकर साक्षी कैलाश अग्रवाल द्वारा कथन किया गया है। ऐसा नहीं है कि इस साक्षी ने इस शिकायत में यह अंकित किया है कि वह किसी प्रचार के आधार पर पूजा सेल्स का सदस्य बना था। क्योंकि उसे अपने पैसे वापिस मांगने थे इसलिए उससे सम्बन्धित तथ्य ही उसने शिकायत प्रदर्श 37 में अंकित किये हैं।

15. एन.ए.डब्ल्यू. 2 कैलाश अग्रवाल की कोई रन्जिश साक्षी से नहीं चली आ रही है। यह भंवर लाल सोनी के कहने से ही सदस्य बना है और रसीदें पेश करने से भी यह स्पष्ट है कि वास्तव में इसने 8 सदस्य अपने परिवार के इस स्कीम में मैम्बर बनाये थे। इस साक्षी के कथन विश्वसनीय हो जाते हैं जिससे साबित हो जाता है कि भंवर लाल ने अपनी पत्नी की फर्म के लिए मेम्बर बनाने हेतु इस साक्षी को कहा और इस प्रकार वह अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित रहा।

16. अब मैं साक्षी ए.डब्ल्यू 3 अनिल कुमार के कथनों की विवेचना कर रहा हूं, जिसने अपनी साक्षी में यह बताया है कि वह और उसका भाई अरुण कुमार बैंक में खाता खोलने के लिए गये थे। भंवर लाल सोनी से बैंक में संपर्क किया। भंवर लाल ने अपने द्वारा तैयार की गई योजना से अवगत कराया और कहा कि बैंक की अपेक्षा इसकी स्कीम में अधिक आर्थिक लाभ मिलेगा, क्योंकि वह बैंक कर्मी है। उनकी राशि सुरक्षित है। उसकी बातों के प्रभाव में आकर भंवर लाल सोनी द्वारा चलाई जा रही पूजा सेल्स के वह और उसका भाई सदस्य बन गये। प्रति माह 250-250 रुपये की किश्तें भंवर लाल सोनी को देते थे। पूरी राशि जमा करा दी जब क्लेम मांगा तो आनाकानी करता रहा। प्रेसर डाला गया तब दिनांक 31-3-1999 को चैक प्रदर्श 4 जारी कर दिया जिसे बैंक में लगाने पर वह अनादरित हो गया। इसका परिवाद प्रदर्श 3 उसने न्यायालय में प्रस्तुत किया है। बैंक में शिकायत प्रदर्श 2 की गई है। चैक का रिटर्न भी मीमो प्रदर्श 5 और 6 है।

17. विद्वान प्रतिनिधि प्रार्थी की तरफ से यह बहस की गई है कि आरोप पत्र जारी होने के उपरान्त इस साक्षी को बैंक अधिकारियों ने झूठी शिकायत में खड़ा किया है और दिनांक 11-7-2000 को दुर्भावना से शिकायत कराई गई है, इसलिए इस साक्षी के कथनों पर विश्वास नहीं किया जाना चाहिए।

18. मैंने दोनों पक्षों के तर्कों पर विचार किया। यह सही है कि इस साक्षी द्वारा शिकायत दिनांक 11-7-2000 को की गई है। परन्तु इस शिकायत से पूर्व ही वह परिवाद प्रदर्श 3 दिनांक 5-5-99 को न्यायालय में प्रस्तुत कर चुका था और परिवाद प्रस्तुत होने पर भंवर लाल ने उसे भुगतान भी कर दिया है। ऐसा इस साक्षी ने प्रति परीक्षा में बताया है। अतः यह निश्चित है कि इस साक्षी द्वारा परिवाद प्रदर्श 3 न्यायालय में प्रस्तुत किया गया था। चैक इसे प्रदर्श 4 प्रार्थी ने जारी किया था। इस चैक के बारे में यह कथन प्रार्थी की तरफ से किया गया है कि उसे झूठे विश्वास व आश्वासन देकर चैक पर हस्ताक्षर करवाये गये थे। मैं उसके इस स्पष्टीकरण को सही नहीं मानता हूं। चैक जारी करने वाला भंवर लाल सोनी है। चैक प्राप्त करने वाला क्या झूठा आश्वासन देगा और क्या विश्वास दिलायेगा। बल्कि चैक जारी करने वाला ही यह विश्वास देता है कि चैक का भुगतान हो जायेगा इसलिए नगद राशि के बजाये चैक ले लिया जाये। इसलिए जो स्पष्टीकरण भंवर लाल सोनी द्वारा दिया गया है, इसका कोई महत्व नहीं है। स्वेच्छा से इस साक्षी को चैक जारी करना इस तथ्य को इंगित करता है कि यह भंवर लाल सोनी के कहने से स्कीम का सदस्य बना था और जब पैसे वापिस नहीं दिये गये तब इसका परिवाद न्यायालय में प्रस्तुत की और बैंक में शिकायत की है। शिकायत प्रदर्श 2 में भी इसका स्पष्ट रूप से उल्लेख है कि भंवर लाल ने उसे इस स्कीम का सदस्य बनने को कहा था, जिसकी पुष्टि यह अपनी अब साक्ष्य में भी कर रहा है। यह सही है कि प्रति परीक्षा में यह कह रहा है कि वह पी.एन.बी. वीरबल चौक पर खाता खुलवाने नहीं गया था। इस कथन के आधार पर यह नहीं माना जा सकता कि भंवर लाल ने इसे सदस्य बनने को नहीं कहा था। क्योंकि यह साक्षी स्पष्ट रूप से यह कथन कर रहा है कि भंवर लाल ने ही सदस्य बनने के लिए प्रेरित किया था। यदि भंवर लाल ने सदस्य बनने के लिए प्रेरित नहीं किया था तो उसे पैसे वापिस लौटाने के लिए चैक जारी करने की क्या आवश्यकता थी।

चैक जारी करना इस तथ्य को दर्शित करता है कि भंवर लाल ने ही इसे सदस्य बनने के लिए प्रेरित किया था। इसीलिए चैक इसके द्वारा जारी किया गया। इस साक्षी को तो यह भी जानकारी नहीं है कि पूजा सेल्स की मालिक कौन है। यह तो सदस्य इस आधार पर ही बना था कि यह स्कीम प्रार्थी द्वारा ही चलाई जा रही है। मैं इस साक्षी के कथनों को विश्वसनीय मानता हूं जिससे यह तथ्य साबित होता है कि प्रार्थी अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित था और ग्राहक बनाने के लिए प्रचार करता रहता था और इस साक्षी अनिल कुमार तथा उसके भाई को इसी तरह सदस्य बनाया गया है।

19. अब मैं साक्षी एन. ए. डब्ल्यू 4 पदमप्रकाश के कथनों की विवेचना कर रहा हूं। जिसने बताया है कि वह प्रार्थी द्वारा चलाई जा रही पूजा सेल्स का सदस्य बना था। एक खाता उसने अपने बच्चे के नाम से एक मित्र योगेश के नाम से खुलवाया था। दो माह बाद श्री सोनी ने फ्रिज की स्कीम चलाई जिसमें भी 1250/- रुपये उसके द्वारा दिये गये। स्कीम पूरी होने के उपरान्त सोनी द्वारा 30,500/- रुपये का चैक उसे दिया गया जिसकी प्रति प्रदर्श 43 है। चैक का भुगतान नहीं हुआ तो बैंक में शिकायत प्रदर्श 35 उसके द्वारा की गई है। वह अलका सोनी को तो जानता ही नहीं है। पैसा जो जमा कराता था उसकी रसीदें भंवर लाल सोनी देता था। ऐसी साक्ष्य उसने प्रति परीक्षा में दी है।

20. मैंने इस साक्षी के कथनों का अवलोकन किया। शिकायत प्रदर्श 35 इसके द्वारा दिनांक 18-6-99 को अर्थात् आरोप पत्र देने से पूर्व ही की गई है। हालांकि शिकायत में ऐसा अंकित नहीं है कि भंवर लाल के कहने से इस स्कीम का सदस्य बना था। परन्तु चैक प्रदर्श 43 प्रार्थी द्वारा जारी करना इस तथ्य से दर्शित है कि प्रार्थी अपनी पत्नी की फर्म के लिए सक्रिय रूप से कार्य करता था। प्रार्थी ने अपनी साक्ष्य में यह स्पष्टीकरण दिया है कि चैक में हस्ताक्षर दबाव में करा दिये गये थे परन्तु ऐसी कोई शिकायत उसने पुलिस में नहीं की है कि चैक में हस्ताक्षर दबाव में कराये गये थे, इसलिए उसका स्पष्टीकरण स्वीकार किये जाने योग्य नहीं है और मैं साक्षी पदम प्रकाश के कथनों को विश्वसनीय मानता हूं जिससे यह तथ्य साबित होता है कि प्रार्थी ने पदमप्रकाश को अपनी पत्नी की फर्म में मैम्बरशिप करवाई और फिर पैसे लौटाने के लिए चैक जारी किया। इस प्रकार वह अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित रहा है। उसके लिए कार्य करता रहा है।

21. मैं अब साक्षी ए. डब्ल्यू 6 गुरदेव सिंह के कथनों की विवेचना कर रहा हूं। जिसने बताया है कि भंवर लाल सोनी ने उससे योजना पूजा सेल्स में सदस्य बनने के लिए कहा था तब उसने अपनी पत्नी के नाम से 250/-रुपये सोनी के पास जमा कराये। रकम वापिस नहीं लौटाई तो उसने शिकायत प्रदर्श 41 कर दी। शिकायत प्रदर्श 41 दिनांक 18-6-99 को की गई है।

22. यह सही है कि इस शिकायत में यह अंकित नहीं किया गया है कि वह श्री सोनी के कहने से सदस्य बना था। परन्तु शिकायत श्री सोनी से पैसे वापिस लेने के उद्देश्य से की गई है। इसलिए समस्त तथ्यों को उसमें अंकित करना आवश्यक नहीं था। यदि इसने पैसे सोनी को नहीं दिये होते या सोनी के कहने से अपनी पत्नी को सदस्य नहीं बनाया होता तो फिर कोई कारण नहीं था कि यह सोनी के विरुद्ध शिकायत करता। क्योंकि यह सोनी के कहने से ही सदस्य बना, सोनी को ही किश्तें दी गईं और श्री सोनी को ही संचालक इस फर्म का मानता था इसलिए पैसे वापिस नहीं देने पर बैंक के अधिकारियों को इसने यह शिकायत की है।

23. विद्वान प्रतिनिधि प्रार्थी का तर्क है कि यह शिकायत जांच अधिकारी को सम्बोधित की गई है, जबकि जांच अधिकारी तो दिनांक 4-1-2000 के बाद ही बनाया गया है, क्योंकि इस दिनांक को आरोप पत्र जारी किया गया था। उनका तर्क है कि गुरदेव सिंह बैंककर्मी है इसलिए बाद में उससे यह झूठी शिकायत ले ली गई है, इसलिए इस पर बैंक में आमद नम्बर भी डला हुआ नहीं है।

24. इन तर्कों का विरोध विपक्षी की तरफ से किया गया है।

25. मैंने उनके तर्कों पर विचार किया। यह सही है कि शिकायत जांच अधिकारी को सम्बोधित की गई है। और इस पर आमद नम्बर भी अंकित नहीं है। इस आधार पर क्या यह मान लिया जावे कि यह शिकायत बाद में जांच के दौरान पिछली तारीख में झूठी ले ली गई है। केवल मात्र शिकायत को जांच अधिकारी को सम्बोधित करने से ऐसा नहीं माना जा सकता। क्योंकि यदि इस शिकायत को बाद में पिछली तारीख को बनाया गया होता तो फिर जांच अधिकारी के स्थान पर वास्तव में शिकायत जिस अधिकारी को की जानी चाहिए थी, उस अधिकारी का ही पद अंकित किया जाता। यह सम्भव है कि गुरदेव सिंह द्वारा शिकायत में जो जांच अधिकारी सम्बोधित किया गया है यह इसलिए कर दिया गया है कि उसे इस तथ्य की जानकारी नहीं होगी कि शिकायत किसे की जानी है और गुरदेव सिंह को प्रति परीक्षा में ऐसा सुझाव भी नहीं दिया गया है कि यह शिकायत उसने बाद में जब प्रार्थी के विरुद्ध जांच कार्यवाही सन् 2000 में चल रही थी तब पिछली तारीख में झूठी प्रस्तुत कर दी है। इसलिए जो तर्क विद्वान प्रतिनिधि प्रार्थी की तरफ से रखा गया है उसे मैं स्वीकार किये जाने योग्य नहीं पाता हूं। मैं साक्षी गुरदेव सिंह के कथनों को विश्वसनीय मानता हूं जिससे यह तथ्य साबित होता है कि प्रार्थी ने अपनी पत्नी को फर्म में इस साक्षी को सदस्य बनने के लिए कहा और इसकी पत्नी को सदस्य बनाया। उसके लिए राशि एकत्रित की। अतः इस प्रकार से श्री सोनी अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित रहा है और अपनी पत्नी की फर्म के लिए कार्य करता रहा है।

25. अब मैं साक्षी एन.ए.डब्ल्यू 9 मलकीयत सिंह के साक्ष्य की विवेचना कर रहा हूं। जिसने अपनी साक्ष्य में बताया है कि श्री सोनी को पूजा सेल्स स्कीम के लिए 250 रुपये की मासिक किश्त के हिसाब से 7250/- रुपये जमा करवाये थे। वापिस मांगने पर चैक जारी कर दिया था, जो बैंक में लगाये जाने पर अनादरित हो गया। इसकी शिकायत प्रदर्श 34 उसके द्वारा बैंक में की गई है।

26. इस साक्षी को जो चैक जारी किया गया है उस चैक को इस साक्षी ने प्रदर्शित नहीं करवाया है। इस चैक को आर.जी. शर्मा एन.ए. डब्ल्यू 8 द्वारा प्रदर्शित करवाया गया है किन्तु चैक के स्थान पर साक्ष्य में शिकायत शब्द अंकित कर दिया गया। मैंने चैक 44 का अवलोकन किया, जो मलकीयत सिंह के नाम का है। इस साक्षी द्वारा जो शिकायत की गई है वह आरोप पत्र प्रस्तुत करने से पूर्व ही की गई है। साक्षी की कोई भी रंजिश प्रार्थी से नहीं है। चैक प्रदर्श 44 पर प्रार्थी भंवर लाल ने

अपनी साक्ष्य में प्रति परीक्षा के दौरान अपने हस्ताक्षर होना स्वीकार कर लिया है और यह बताया है कि उसके खाते से जारी हुआ है। दबाव में हस्ताक्षर करने वाले तथ्य को विश्वसनीय नहीं माना गया है। ऐसा कोई कारण नहीं है जिससे कि इस साक्षी की साक्ष्य पर अविश्वास किया जा सके। इस साक्षी ने भी पैसा स्कीम के प्रार्थी को ही दिया है और प्रार्थी ने ही लौटाने को चैक जारी किया है। ऐसी परिस्थितियों में इस साक्षी की साक्ष्य से यह तथ्य साबित होता है कि प्रार्थी अपनी पत्नी की फर्म से सक्रिय रूप से सम्बन्धित था। उसके लिए कार्य करता था, सदस्य बनाता था और राशि लौटाने के लिए चैक जारी करता था।

27. अब मैं साक्षी एन.ए. डब्ल्यू 11 आत्माराम की साक्ष्य की विवेचना कर रहा हूं। जिसने यह बताया है कि बैंक में जाने-आने का कार्य पड़ता रहा है। प्रार्थी को जानता है। आर.डी. खाता खुलवाने गया तो भंवरलाल से पूछताछ की तो उसने कहा कि आर.डी. खाते पर ब्याज बहुत कम है आप उसकी स्कीम के सदस्य बन जाओ। उसके साथ उसका भाई लीलाधर भी था। किश्तें पूरी होने पर उसने 15-15 हजार रुपये के चैक प्रदर्श 116 और प्रदर्श 119 दे दिये, जो कि रिटर्न मीमो प्रदर्श 117 व प्रदर्श 118 से अनादरित होकर लौटा दिये गये थे।

28. मैंने इन चैकों का अवलोकन किया। प्रदर्श 116 चैक आत्माराम के नाम से है और प्रदर्श 118 चैक लीलाधर के नाम से है जो दोनों चैक दिनांक 31-3-99 को जारी किये गये हैं और चैक प्रदर्श 116 को प्रदर्श 117 रिटर्न मीमो के साथ लौटाया गया है। इस साक्षी ने यह भी बताया है कि बैंक में जब जांच हुई थी तब भी वह गवाही देने के लिए गया था और भंवर लाल ने उससे हाथापाई की और कहा कि गवाही क्यों दी है। ऐसा कोई कारण नहीं है जिससे कि इस साक्षी की साक्ष्य पर विश्वास नही किया जा सके। साक्षी के कथन विश्वसनीय हैं जिससे यह तथ्य साबित होता है कि इस साक्षी ने आत्माराम लीलाधर को अपनी पत्नी की फर्म में सदस्य बनाया है और राशि लौटाने के लिए चैक भी जारी किये। और यह तथ्य भी साबित होता है कि प्रार्थी अपनी पत्नी की फर्म के लिए कार्य करता था। पत्नी की फर्म में सक्रिय रूप से सम्बन्धित था।

29. उपरोक्त साक्षियों के विवेचन से यह तथ्य भलीभांति साबित हो चुका है कि प्रार्थी अपनी पत्नी श्रीमती अलका सोनी द्वारा संचालित फर्म मैसर्स पूजा सेल्स प्रमोशन में सक्रिय रूप से सम्बन्धित था और बैंक में बैठकर भी इस स्कीम के लिए मैम्बर्स बनाता था। निश्चित रूप से वह ऐसा प्रत्यक्ष-अप्रत्यक्ष लाभ के लिए कर रहा था।

30. विद्वान प्रतिनिधि प्रार्थी का तर्क है कि ऐसा आरोप नहीं लगाया गया है कि उसने बैंक के ग्राहकों को इस स्कीम की तरफ डाईवर्ट कर दिया। इन तर्कों का विरोध विपक्षी की तरफ से किया गया है। यह सही है कि ऐसा आरोप नहीं लगाया गया है, जबकि ऐसा आरोप लगाया जा सकता था। परन्तु ऐसा साबित हुआ है कि बैंक के ग्राहकों को अपनी स्कीम की तरफ मोड़ दिया था। परन्तु इस आधार पर कोई निष्कर्ष नहीं निकाला जा रहा है। उसके द्वारा अपनी पत्नी की फर्म के लिए विभिन्न व्यक्तियों को सदस्य बनाना, उनसे विभिन्न दिनांकों को राशि प्राप्त करके उन्हें रसीदें देना और पैसा लौटाने के लिए चैक जारी करना दो तथ्यों को साबित करता है। एक तो यह साबित करता है कि यह अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित था इसलिए वह ऐसा कार्य प्रत्यक्ष या अप्रत्यक्ष लाभ के लिए कर रहा था। दूसरा यह तथ्य साबित होता है कि बैंक में बैठकर उसने ऐसा कार्य किया और बैंक के ग्राहकों को उसने अपनी स्कीम की तरफ मोड़ दिया। परन्तु दूसरा साबित तथ्य का आरोप नहीं होने से उसके आधार पर जो आरोप लगाया गया है उस आरोप को साबित मानने से इन्कारी नहीं की जा सकती है। क्योंकि इन तथ्यों से जो प्रथम तथ्य साबित होता है उसके सम्बन्ध में प्रार्थी पर आरोप लगाया गया है इसलिए उपरोक्त विवेचन से प्रार्थी का तर्क स्वीकार किये जाने योग्य नहीं है और विपक्षी आरोप संख्या 1 को साबित करने में सफल हुआ है। द्विपक्षीय समझौते की मद संख्या 19-5(ए) के अनुसार यदि कोई बैंककर्मी बैंक की लिखित अनुमति के बिना अपने कार्य क्षेत्र की सीमा के बाहर किसी व्यवसाय को करता है तो यह घोर अवचार की श्रेणी में आता है। प्रार्थी अपनी पत्नी की फर्म में सक्रिय रूप से सम्बन्धित प्रत्यक्ष या अप्रत्यक्ष लाभ के लिए रहा है। यह पत्नी की फर्म के व्यवसाय से सम्बन्धित रहा है इसलिए उसने घोर अवचार किया है। मैं आरोप संख्या 1 को प्रमाणित मानता हूं।

आरोप संख्या 2

31. मैं आरोप संख्या 2 पर विचार कर रहा हूं। विपक्षी को यह साबित करना है कि दिनांक 14-3-99 को 30 दिन की अवधि के लिए प्रार्थी अनुपस्थित हो गया और इसके लिए पूर्व अनुमति प्राप्त नहीं की। इस तथ्य को द्विपक्षीय समझौते के चैप्टर 19(5)(पी) के अन्तर्गत घोर अवचार माना गया है। इस सम्बन्ध में प्रार्थी की तरफ से यह बहस की गई है कि यदि यह मान भी लिया जाये कि वह बिना पूर्व अनुमति के लगातार कार्यालय से अनुपस्थित रहा तो भी यह कृत्य उक्त समझौते के चैप्टर 19(5)(पी) के अन्तर्गत नहीं आता है। उसका तर्क है कि उक्त 19(5)(पी) में कहीं भी ऐसा अंकित नहीं है कि पूर्व अनुमति लेना आवश्यक हो। उनका तर्क है कि यदि पूर्व सूचना के अनधिकृत रूप से अनुपस्थित रहता है तब घोर अवचार की तारीफ में मामला आता है। यह तर्क भी रखा गया है कि पूर्व अनुमति के अनुपस्थित रहना और पूर्व बिना सूचना के अनुपस्थित रहना दोनों तथ्य अलग-अलग हैं। प्रार्थी पर यह आरोप नहीं लगाया गया है कि वह बिना पूर्व सूचना के अनुपस्थित था। इन तर्कों का विरोध विपक्षी की तरफ से किया गया है।

32. मैंने दोनों पक्षों के तर्कों पर विचार किया। मैं सर्वप्रथम द्विपक्षीय समझौते के चैप्टर 19(5)(पी) को उल्लिखित कर रहा हूं, जो निम्न प्रकार है:—

"लगातार 30 दिनों से अधिक अवधि के लिए बिना सूचना के अनधिकृत रूप से अनुपस्थित रहना।"

इस क्लाज के अन्तर्गत जिस कार्य को दण्डनीय बताया गया है वह बिना सूचना के 30 दिन से अधिक अनधिकृत रूप से अनुपस्थित रहना है। इस क्लाज में पूर्व अनुमति के बिना 30 दिन से अधिक अवधि के लिए अनुपस्थित रहने को दण्डनीय नहीं बताया गया है। बिना पूर्व सूचना के अनुपस्थित रहना और बिना पूर्व अनुमति के अनुपस्थित रहना दोनों में अन्तर है। ऐसा सम्भव है कि पूर्व अनुमति के बिना कोई अनुपस्थित रहा हो परन्तु उस कर्मचारी ने अनुपस्थित रहने से पूर्व सूचना दे दी हो। वर्तमान मामले में जो आरोप प्रार्थी पर लगाया जाना चाहिए

था वह चैप्टर [illegible], बल्कि जिस तथ्यों को इस क्लाज के अन्तर्गत दण्डनीय माना गया है वह आरोप नहीं लगाया गया है। बल्कि पूर्व स्वीकृति का आरोप लगाया गया है और पूर्व अनुमति को इस क्लाज के अन्तर्गत दण्डनीय नहीं बनाया गया है। इसलिए जिस तथ्य को दण्डनीय बनाया ही नहीं गया है उस तथ्य का आरोप लगाकर उसे साबित मानकर कर्मचारी का घोर अवचार मानकर उसे दण्डित नहीं किया जा सकता है। इसी आधार पर प्रार्थी आरोप सं० 2 से आरोपमुक्त होने योग्य हो जाता है।

33. अब मैं इस सम्बन्ध में जो साक्ष्य आई है, उसकी विवेचना कर रहा हूं। साक्षी एन०ए०डब्ल्यू० 7 एम०पी० जैन ने अपनी साक्ष्य में यह बताया है कि प्रार्थी दिनांक 14-3-99 को बिना सूचना के कार्यालय से दिनांक 20-7-99 तक लगातार अनाधिकृत रूप से अनुपस्थित रहा है। उसके रजिस्टर की नकल प्रदर्श 69 है। इस प्रकार इस साक्षी द्वारा जो साक्ष्य दी गई है वह पूर्व अनुमति की नहीं दी गई है, बल्कि बिना सूचना के अनुपस्थित रहने के सम्बन्ध में दी गई है और बिना सूचना के अनुपस्थित रहने के सम्बन्ध में प्रार्थी पर आरोप नहीं लगाया गया है। इस प्रकार जो आरोप लगाया गया है उससे हटकर साक्ष्य प्रस्तुत की गई है। इसलिए एन०ए०डब्ल्यू० 7 एम०पी० जैन की साक्षी अविश्वसनीय नहीं है कि प्रार्थी बिना सूचना के दिनांक 14-3-99 से अनुपस्थित हो गया था। यह सही है कि रजिस्टर प्रदर्श 69 के अनुसार वह 14-3-99 से अनुपस्थित था। किन्तु प्रार्थी पर कभी भी ऐसा आरोप लगाया नहीं गया है कि वह बिना सूचना के अनुपस्थित हो गया था। रजिस्टर प्रदर्श 69 का अवलोकन करने से यह तथ्य भी सामने आता है कि प्रार्थी को दिनांक 14-3-99 से अनुपस्थित दिखाया गया है और उसके उपरान्त उसकी अनुपस्थिति को 15 मार्च से अवकाश में बदल दिया गया है। रजिस्टर को देखने से यह तथ्य भी सामने आता है कि 14 मार्च का अवकाश था और प्रार्थी एक मार्च से लेकर 13 मार्च तक अवकाश पर था। विद्वान प्रतिनिधि विपक्षी इस तथ्य को मानते हैं कि प्रार्थी को अवकाश दिनांक 15 मार्च से लेकर 31 मार्च तक स्वीकृत कर दिया गया था। प्रदर्श डब्ल्यू 118 दस्तावेज विपक्षी पक्ष का दस्तावेज है। यह वह पत्र है जो कि विपक्षी द्वारा प्रार्थी को लिखा गया है। रजिस्टर्ड ए०डी० से भेजा गया है जिसमें यह अंकित किया गया है कि प्रार्थी द्वारा चिकित्सा अवकाश दिनांक 15-3-99 से स्वीकृत करने हेतु आरोग्य प्रमाण-पत्र सहित उनके कार्यालय में प्राप्त हुआ है। परन्तु यह अंकित नहीं किया गया है कि कितने दिन का अवकाश स्वीकृत करना है। इससे यह स्पष्ट है कि प्रार्थी दिनांक 15-3-99 से बीमार था, इसलिए अवकाश स्वीकृत करने हेतु मय चिकित्सा प्रमाण के उसके द्वारा प्रार्थना-पत्र विपक्षी के यहां प्रेषित किया गया था और वह प्रार्थना-पत्र मय चिकित्सा प्रमाण-पत्र के विपक्षी कार्यालय में इस दस्तावेज के अनुसार दिनांक 5-4-99 को पहुंच चुका था। इस प्रकार विपक्षी के पास यह सूचना आ चुकी थी कि कर्मचारी बीमार चल रहा है इसलिए प्रार्थी अवकाश पर रहेगा और यह नहीं कहा जा सकता कि विपक्षी के पास प्रार्थी के बीमार होने की और अवकाश मन्जूर कराने के लिए प्रार्थना-पत्र भेजने की सूचना नहीं हो। बल्कि प्रार्थना-पत्र में यही कमी थी कि यह अंकित नहीं किया गया था कि उसका अवकाश कब तक का मन्जूर किया जाये। विपक्षी की तरफ से यह नहीं बताया गया है कि दिनांक 15-3-99 से 31-3-99 तक का अवकाश जब स्वीकृत किया गया तो क्या प्रार्थी ने रोग से मुक्त होने का प्रमाण-पत्र प्रस्तुत कर दिया था। न उस अवकाश प्रार्थना-पत्र को इस न्यायालय के समक्ष प्रस्तुत किया गया है जो कि प्रार्थी द्वारा विपक्षी को भेजा गया है। ऐसी स्थिति में यह निश्चित है कि विपक्षी के पास यह सूचना थी कि प्रार्थी बीमार चला आ रहा है और वह अवकाश पर रहेगा और उसने बीमारी का प्रमाण-पत्र भी विपक्षी के यहां भेज दिया था, जो कि उसे प्राप्त हो चुका था। इसलिए यह कहना सही नहीं है कि वह पूर्व सूचना के दिनांक 14-3-99 से अनुपस्थित हो गया था। अत: इस आरोप को विपक्षी साबित करने में सफल नहीं हुआ है।

आरोप संख्या 3

34. आरोप संख्या 3 में यह आरोप है कि वह वर्ष 94, 97 व वर्ष 98 में क्रमश 63, 27 व 46 दिन के लिए अनुपस्थित रहा और यह अवैतनिक व अनाधिकृत अनुपस्थिति द्विपक्षीय समझौते के चैप्टर 19/5/जे के अन्तर्गत घोर अवचार की श्रेणी में आता है। मैं सर्वप्रथम उक्त चैप्टर के 5 जे का उल्लेख कर रहा हूं, जो निम्न प्रकार है :—

बैंक के हितों पर प्रतिकूल प्रभाव डालने वाला कोई कार्य या घोर उपेक्षा या ऐसी उपेक्षा जिससे बैंक को गम्भीर क्षति होती है या होने की सम्भावना हो तब ऐसे कार्य को घोर अवचार की परिभाषा में माना जाता है।

35. प्रार्थी पर यह आरोप है कि वह विभिन्न वर्षों में विभिन्न दिनांकों के लिए अनुपस्थित हो गया था। किसी कर्मचारी के अनुपस्थित होने से न तो बैंक के हितों पर कोई प्रतिकूल प्रभाव पड़ता है और न बैंक को कोई गम्भीर क्षति होती है और न कोई गम्भीर क्षति होने की सम्भावना है, इसलिए यह कृत्य इस परिभाषा के अन्तर्गत आता ही नहीं है और इसी आधार पर प्रार्थी इस आरोप से दोषमुक्त होने योग्य हो जाता है। वैसे भी इन अनुपस्थितियों को अवैतनिक अवकाश के रूप में स्वीकृत कर दिया गया है। जब अनुपस्थिति को अवैतनिक अवकाश घोषित कर दिया गया है, तब उसे अनाधिकृत नहीं कहा जा सकता है और वह अपराध नहीं रहता है इसलिए भी प्रार्थी इस आरोप से दोषमुक्त होने योग्य है।

36. आरोप को देखने से यह स्पष्ट है कि यह नहीं बताया गया है कि वर्ष 94 में अमुक दिनांक से अमुक दिनांक के मध्य, इसी प्रकार वर्ष 97 व वर्ष 98 अमुक दिनांक से अमुक दिनांक के मध्य प्रार्थी अनाधिकृत रूप से अनुपस्थित रहा था। केवल मात्र वर्ष अंकित कर दिया गया है और उस वर्ष में जितनी अवधि के लिए वह अनुपस्थित रहा है वह अवधि अंकित कर दी गई है। इसलिए आरोप से यह पता नहीं चलता है कि उपरोक्त वर्षों में प्रार्थी किन दिनांक से किन दिनांक के बीच अनुपस्थित रहा और जब प्रार्थी के आरोप से ऐसा पता नहीं चलता है तब यह कहा जायेगा कि आरोप अस्पष्ट है। अस्पष्ट आरोप का जवाब प्रार्थी किस प्रकार से दे सकता है इसलिए वह अपने बचाव में प्रतिकूल रूप से प्रभावित हुआ है। आरोप वेग नहीं होना चाहिए, अनिश्चित नहीं होने चाहिएं। वर्तमान मामले में आरोपों के साथ में आरोपों का अभिकथन भी नहीं दिया गया है। इसलिए यह स्पष्ट नहीं होता कि प्रार्थी उक्त वर्षों में अमुक दिनांक से अमुक दिनांक के मध्य

अनुपस्थित रहा था। जो आरोप लगाया गया है वह अनिश्चित और वेग आरोप है। ऐसे आरोप के आधार पर प्रार्थी को दण्डित नहीं किया जा सकता है। माननीय उच्चतम न्यायालय ने प्रार्थी द्वारा प्रस्तुत न्यायिक निर्णय संख्या 1 में यह विधि प्रतिपादित की है कि यदि आरोप वेग और अनिश्चित है तथा आरोपों का अभिकथन नहीं दिया गया है तब ऐसे अनिश्चित आरोप के आधार पर कर्मचारी को दण्डित नहीं किया जा सकता है। यह न्यायिक निर्णय वर्तमान मामले में चस्पा हो रहा है। इसलिए यह आरोप साबित होना नहीं माना जा सकता है। फलस्वरूप विपक्षी, आरोप संख्या 3 को प्रमाणित करने में विफल रहा है।

आरोप संख्या 4

37. इस आरोप में विपक्षी को यह साबित करना है कि प्रार्थी करीब एक माह तक जेल में बंद रहा और उसके विरुद्ध एफ.आई.आर. 185/99 दर्ज हुआ था। जहां तक एफ.आई.आर. के दर्ज होने का प्रश्न है इस तथ्य को प्रार्थी ने अपने कोम के पैरा नं. में स्वीकार कर लिया है और एन.ए.डब्ल्यू 8 आर.जी. शर्मा ने एफ.आई.आर. की प्रति प्रदर्श 56 को साबित किया है। अत: प्रार्थी की स्वीकृत स्थिति है कि उसके विरुद्ध उक्त क्रमांक की प्रथम सूचना रिपोर्ट थाने में दर्ज हुई थी। एन.ए. डब्ल्यू 8 आर. जी. शर्मा ने रिपोर्ट पेपर प्रदर्श 58 को साबित किया है जिसके आधार पर प्रार्थी को दिनांक 22-7-99 से उक्त प्रथम सूचना रिपोर्ट के मामले में गिरफ्तार किया गया था। आदेश तारीख 18-8-99 को एन.ए. डब्ल्यू 8 आर.जी. शर्मा ने प्रमाणित किया है जिसके अवलोकन से यह तथ्य सामने आता है कि न्यायालय द्वारा दिनांक 18-8-99 को प्रार्थी की जमानत ली गई है। इस प्रकार वह दिनांक 20-7-99 से 18-8-99 तक करीब एक माह की अवधि तक हिरासत में रहा है। अत: आरोप का यह भाग तो साबित हो जाता है।

38. अब यह देखना है कि क्या किसी अपराध के विचारण के दौरान हिरासत मे रहना द्विपक्षीय समझौते के चैप्टर 19 के पैरा 5(जे) के अनुसार घोर अवचार माना जायेगा। मैं इस क्लाज का उल्लेख ऊपर कर चुका हूं। जब कोई कर्मचारी बैंक के हितों पर कोई प्रतिकूल प्रभाव डालने वाला कोई कार्य करता है या उसकी घोर उपेक्षा से बैंक को गम्भीर क्षति होती है या होने की सम्भावना प्रकट होती है तब इस क्लाज का अपराध माना जाता है। वर्तमान मामले में ऐसा तथ्य सबित नहीं होता है कि प्रार्थी के जेल में रहने से या उसके द्वारा किसी व्यक्ति या किन्ही व्यक्तियों के साथ धोखाधड़ी करने से या उनके पैसे को नहीं लौटाने से बैंक के हितों पर कोई प्रतिकूल प्रभाव पड़ा है या बैंक को गम्भीर क्षति पहुंची है या गम्भीर क्षति पहुंचने की सम्भावना थी, ऐसा तथ्य सबित नहीं होने से यह नहीं माना जा सकता कि इस धारा के अन्तर्गत कोई अपराध कारित हुआ है। फलस्वरूप विपक्षी आरोप संख्या 4 को साबित करने में विफल रहा है।

आरोप संख्या 5

39. अब मैं आरोप संख्या 5 पर विचार कर रहा हूं। जिसके अनुसार विपक्षी के द्वारा प्रार्थी पर यह आरोप लगाया गया है कि उसने इस आरोप में अंकित 13 व्यक्तियों को चैक जारी कर दिये और पर्याप्त निधि के अभाव में उनका भुगतान नहीं हो सका, इसलिए द्विपक्षीय समझौते के चैप्टर 19(5)(जे) के अन्तर्गत घोर अवचार है। यदि कुछ देर के लिए मान लिया जाये कि उसने 13 व्यक्तियों को चैक जारी किये, जो कि पर्याप्त निधि के अभाव में अनादरित हो गये तब प्रश्न उठता है कि क्या प्रार्थी के ऐसे कृत्य से बैंक की छवि पर विपरीत प्रभाव पड़ा है। प्रार्थी द्वारा विभिन्न व्यक्तियों को चैक जारी करना उसका व्यक्तिगत कार्य था। व्यक्तिगत लेन देन के मामले में चैक जारी किये गये हैं और यदि ऐसे चैक अनादरित हो गये हैं तो इससे बैंक की छवि पर किसी प्रकार का विपरीत प्रभाव पड़ना सम्भव ही नहीं है। क्योंकि चैक उसने बैंकिंग सेवा के लिए जारी नहीं किये हैं, बल्कि व्यक्तिगत रूप से व्यक्तिगत लेन देन पेटे जारी किये हैं। इसलिए बैंक का हित पर कोई विपरीत प्रभाव पड़ता ही नहीं है और जब बैंक की छवि पर विपरीत प्रभाव नहीं पड़ा है तो फिर घोर अवचार नहीं हो सकता है। दूसरे द्विपक्षीय समझौते के चैप्टर 19/5/जे. के अनुसार व्यक्तिगत कार्यों हेतु प्रार्थी द्वारा चैक जारी करने से बैक के हितों पर न तो कोई प्रतिकूल प्रभाव नहीं पड़ा है और न बैंक को कोई गम्भीर क्षति हुई है और न होने की सम्भावना थी। ऐसे चैकों के जारी होने से बैंक के ग्राहकों पर या बैंकिंग सेवा पर या बैंक जो कार्य करता था उन पर किसी भी प्रकार से कोई प्रतिकूल प्रभाव पड़ा है, न बैंक को कोई हानि पहुंची है, इसलिए यदि इस आरोप में वर्णित तथ्यों को साबित भी मान लिया जाये तो भी द्विपक्षीय समझौते के चैप्टर 19/5/जे. के अन्तर्गत यह कृत्य घोर अवचार नहीं है। इसलिए प्रार्थी को इस आरोप से दोषमुक्त किया जाना चाहिए।

40. न्यायालय के समक्ष विचारण के दौरान कुल 6 चैक प्रस्तुत किये गये हैं। आरोप संख्या 5 में जिन 13 व्यक्तियों को चैक जारी करना बताया गया है उनमें से केवल मात्र 3 व्यक्तियों के चैक ही न्यायालय के समक्ष प्रस्तुत किये गये हैं। घनश्याम का चैक प्रदर्श 21 मलकीयत सिंह का चैक प्रदर्श 44 और पदमप्रकाश का चैक प्रदर्श 43 है। घनश्याम के चैक प्रदर्श 21 का अवलोकन किया गया जो घनश्याम महेश्वरी के नाम से है। इस पर बैंक में प्रस्तुत करने की कोई भी मोहर लगी हुई नहीं है इसलिए यह साबित नहीं होता कि इसे बैंक में प्रस्तुत किया गया था। घनश्याम महेश्वरी को साक्ष्य में प्रस्तुत नहीं किया गया है। कोई रिटर्न मीमो भी घनश्याम महेश्वरी का साबित नहीं किया गया है। घनश्याम महेश्वरी ने न्यायालय में आकर यह नहीं कहा है कि प्रार्थी ने उसे चैक किसी विधिक दायित्व पेटे जारी किया था। जब तक कोई चैक विधिक दायित्व पेटे जारी नहीं किया जाता है तब तक धारा 138 एन.आई. एक्ट के अन्तर्गत अपराध कारित नहीं होता है। इसलिए यह नहीं कहा जा सकता कि घनश्याम महेश्वरी ने इस चैक को बैंक में प्रस्तुत किया था और यह अनादरित हो गया था।

41. पदमप्रकाश को जो चैक जारी किया गया है वह प्रदर्श 43 है। इस पर भी बैंक में प्रस्तुत करने की मोहर अंकित नहीं हो रही है। इसलिए यह नहीं कहा जा सकता कि बैंक में इसे प्रस्तुत किया गया था। इसके किसी रिटर्न मीमो को भी प्रस्तुत नहीं किया गया है। साक्षी एन.ए.डब्ल्यू 4 पदमप्रकाश ने चैक प्रदर्श 43 को साबित तो किया है परन्तु इसका रिटर्न मीमो प्रस्तुत नहीं किया है। चैक पर बैंक की मोहर लगी हुई नहीं है इसलिए यह नहीं कहा जा सकता कि यह चैक बैंक में प्रस्तुत किया गया था और अनादरित हो गया था।

42. मलकीयत सिंह को जो चैक जारी करना बताया गया है वह प्रदर्श 44 है इस पर बैंक में प्रस्तुत करने की मोहर भी लगी हुई है और

इसे रिटर्न मीमो प्रदर्श 45 के द्वारा लोटाया गया है। जिस खाते से इस चैक को जारी करना बताया गया है वह खाता प्रदर्श 46 है। प्रार्थी की तरफ से यह बहस की गई है कि ये तीनों दस्तावेज कूटरचित किये गये हैं। उनका तर्क है कि खाता प्रदर्श 46 न्यू कृषि मण्डी का है और जब चैक अनादरित हुआ है तो न्यू कृषि मण्डी श्री गंगानगर द्वारा रिटर्न मीमो भेजना चाहिए था। परन्तु रिटर्न मीमो पी.एन.बी. मीरा मार्ग श्री गंगानगर द्वारा भेजा गया है। उनका तर्क है कि इससे स्पष्ट है कि रिटर्न मीमो और खाते के इन्द्राज कूटरचित किये गये हैं। इन तर्कों का विरोध विपक्षी की तरफ से किया गया है।

43. मैंने दोनो पक्षों के तर्कों पर विचार किया। मैं विद्वान प्रतिनिधि प्रार्थी के तर्कों से सहमत नहीं हूं। यह सही है कि प्रार्थी का खाता प्रदर्श 46 न्यू कृषि मण्डी श्री गंगानगर में है और रिटर्न मीमो प्रदर्श 45 मीरा मार्ग श्री गंगानगर से जारी किया गया है। जब कोई ग्राहक चैक को बैंक में प्रस्तुत करता है और जिस बैंक में प्रस्तुत किया गया है यदि वह चैक उस ब्रान्च का या बैंक का नहीं है तब वह ब्रान्च या बैंक उसे कलीयरेन्स के लिए भेज देती है। यदि चैक पास हो जाता है तो जिस ब्रांच में चैक प्रस्तुत किया गया है वह चैक का भुगतान कर देती है। यदि चैक पारित नही होता है और चैक अनादरित होकर उस ब्रान्च के पास लौटकर आ जाता है तब वह ब्रान्च उस चैक को अनादरित होने का कारण लिखते हुए रिटर्न मीमो के साथ चैक को प्रस्तुतकर्ता को लौटा देती है। वर्तमान मामले में यही हुआ है। मलकीयत सिंह का ऐसा कथन नहीं है कि उसने चैक न्यू कृषि मण्डी श्री गंगानगर की शाखा में प्रस्तुत किया था। ऐसा प्रतीत होता है कि चैक उसने मीरा मार्ग श्री गंगानगर पी.एन.बी.में प्रस्तुत किया है क्योंकि प्रार्थी का खाता इस ब्रान्च में नहीं था, बल्कि न्यू कृषि मण्डी श्री गंगानगर में था। इसलिए यह चैक मीरा मार्ग ब्रान्च से क्लीयरिंग में गया है और जब यह पाया गया कि न्यू कृषि मण्डी श्री गंगानगर के प्रार्थी के खाते में पर्याप्त राशि नहीं है तब यह चैक अनादरित होकर मीरा मार्ग की ब्रान्च में आ गया है और मीरा मार्ग की ब्रान्च ने रिटर्न मीमो सहित चैक को मलकीयत सिंह को लौटा दिया है। इसलिए विद्वान प्रतिनिधि प्रार्थी का तर्क स्वीकार किये जाने योग्य नहीं रहता है।

44. अत: यह तथ्य साबित हो जाता है कि मलकीयत सिंह को जो चैक प्रार्थी द्वारा जारी किया गया था वह अनादरित हो गया था। परन्तु जैसा कि ऊपर उल्लेखित किया जा चुका है प्रार्थी के एक चैक के अनादरित होने से बैंक की न तो छवि पर कोई प्रभाव पड़ा है न बैंक के व्यवसाय पर इससे कोई प्रभाव पड़ा है, न बैंक के हितों पर कोई विपरीत प्रभाव पड़ा है। न बैंक को इससे कोई क्षति पहुंची है। अन्य व्यक्तियों के चैकों को प्रस्तुत नही किया गया है। अत: उपरोक्त विवेचन के आधार पर यह आरोप विपक्षी साबित करने में विफल रहा है।

45. अत: उपरोक्त विवेचन के आधार पर विपक्षी आरोप संख्या 1 को प्रार्थी के विरुद्ध साबित करने में सफल रहा है। आरोप संख्या 2 से 5 को मैं प्रमाणित नहीं मानता हूं।

46. प्रार्थी की तरफ से यह बहस की गई है कि जो आरोप प्रार्थी के विरुद्ध साबित हुआ है उसके अनुपात में जो दण्ड पारित किया गया है वह बहुत कठोर दण्ड है। प्रार्थी बाल बच्चेदार व्यक्ति है, काफी बीमार हो चुका है इसलिए यह प्रार्थना की गई है कि दण्ड के बिन्दु पर नरम रुख अपनाया जाना चाहिए तथा विपक्षीय समझौते के चैप्टर 19/6 में घोर अवचार के दोषी कर्मचारी के लिए जो शून्य दण्ड है उनमें से नरम दण्ड दिया जाना चाहिए जिससे कि वह अपना जीवनयापन कर सके। इन तर्कों का विरोध विपक्षी की तरफ से किया गया है।

47. मैंने दोनों पक्षों के तर्कों पर विचार किया। जो न्यायिक निर्णय संख्या 3 प्रार्थी की तरफ से प्रस्तुत किया गया है, उसमें माननीय उच्चतम न्यायालय ने यह विधि प्रतिपादित की है कि औद्योगिक विवाद अधिनियम की धारा 11 के अन्तर्गत दण्ड के बिन्दु पर हस्तक्षेप करने का अधिकार श्रम न्यायालय को प्राप्त है। न्यायालय यह देख सकती है कि जो आरोप साबित हुआ है क्या उसकी तुलना में कठोर दण्ड तो नहीं दिया गया है। यदि दण्ड कठोर पारित किया गया है तो न्यायालय ऐसे दण्ड को कम कर सकती है। यह देखना है कि क्या वर्तमान मामले में प्रार्थी पर जो आरोप साबित हुआ है उसकी तुलना में क्या प्रार्थी को कठोर दण्ड दे दिया गया है। प्रार्थी को जो दण्ड पारित किया गया है वह द्विपक्षीय समझौते के [redacted] 19/6/क के अन्तर्गत दिया गया है और प्रार्थी को बिना नोटिस के पदच्युत दिनांक 13-12-2000 को कर दिया गया है। यह देखना है कि क्या यह दण्ड साबित अपराध की तुलना में कठोर दण्ड है।

48. इस तथ्य से इन्कारी नहीं का जा सकती कि प्रार्थी बाल बच्चेदार व्यक्ति नहीं हो। यह भी सही है कि वह काफी बीमार रह चुका है जैसा कि उसने अपनी साक्ष्य में कई मेडीकल प्रमाण-पत्रों को प्रस्तुत किये है। मनोचिकित्सक से उसने इलाज भी करवाया है। परन्तु क्या ये सभी तथ्य उसके घोर अवचार को कम करने के लिए पर्याप्त है। उसने बैंकिग सेवा में रहते हुए बैंक के समय में बैंक परिसर में बैंक में आने वाले ग्राहकों को अपनी पत्नी की फर्म पूजा सेल्स में ग्राहक बनाने के लिए प्रेरित किया है। जो व्यक्ति बैंक में खाता खोलना चाहता था उनको खाते बैंक में नहीं खोलने दिया, बल्कि निजी लाभ के लिए उसने अपनी पत्नी की फर्म में उन्हें सदस्य बना लिया। अपनी पत्नी की फर्म के लिए उसने बैंक परिसर में कार्य किया है। कर्मचारी का जो कृत्य है वह साधारण घोर अवचार नहीं है बल्कि ऐसा घोर अवचार है जिससे बैंक का व्यवसाय प्रभावित हुआ है, इसलिए उसे जो दण्ड पारित किया गया है वह भी साबित आरोप की तुलना में कठिन नहीं कहा जा सकता है और पुष्टि किये जाने योग्य है।

49. अत: उपरोक्त विवेचन के आधार पर विपक्षी के आदेश दिनांक 13-12-2000 की पुष्टि की जाती है। प्रार्थी का क्लेम निरस्त किया जाना चाहिए और वह किसी प्रकार की राहत पाने का अधिकारी नहीं है। इस प्रकार से अधिनिर्णय पारित किया जाना चाहिए।

आदेश

50. अत: यह अधिनिर्णय पारित किया जाता है कि प्रार्थी भंवर लाल सोनी पुत्र श्री लच्छीराम सोनी निवासी 40 डी ब्लाक, श्रीगंगानगर की विपक्षी क्षेत्रीय प्रबन्धक, पंजाब नेशनल बैंक एवं अन्य कार्यालय श्री गंगानगर द्वारा अपने आदेश दिनांक 13-12-2000 से बिना सूचना बर्खास्तगी का जो दण्ड पारित किया गया है, वह उचित एवं वैध है। प्रार्थी कोई भी राहत पाने का अधिकारी नहीं है। उसका क्लेम निरस्त किया जाता है।

बृजमोहन गुप्ता, न्यायाधीश

नई दिल्ली, 28 मई, 2004

का. आ. 1387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 55/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2004 को प्राप्त हुआ था।

[सं. एल-17012/23/2001-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 28th May, 2004

S.O. 1387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2001) of the Central Government Industrial Tribunal-cum-labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 17-5-2004.

[No. L-17012/23/2001-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-55/2001

Reference No. L-17012/23/2001-IR(B.II) dt. 27-08-2001

Smt. Madhu Kalra,
R/o 4/151, Malviya Nagar,
Jaipur (Raj.) .....Applicant

Versus

The Sr. Divisional Manager,
L.I.C. of India,
Jeevan Prakash,
Bhawani Singh Road,
Jaipur, ...Non-Applicant

Present :

Presiding Officer :	**Sh. R.C. Sharma**
For the applicant :	Sh. R.C. Jain
For the non-applicant :	Sh. Anurag Agarwal
Date of award :	19-12-2003

AWARD

The Central Government in exercise of the powers conferred under clause D of sub-section of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of LIC of India, Jaipur of awarding the punishment of removal of service to Smt. Madhu Kalra, Assistant, LIC Branch I, Jaipur w.e.f. 23-12-2000 was justified ? If not, what relief the workman is entitled and from what date ?"

Succinctly speaking, the claimant Smt. Madhu Kalra was employed with the non-applicant management as Assistant, who was charge sheeted on 31-1-2000 on the grounds of unauthorized absence from the duty and defying the direction of the department to report for duty. After holding the domestic enquiry against her she was removed from service w.e.f. 31-12-2000. The claimant challenged the domestic enquiry in her statement of claim, which was resisted by the non-applicant in his written statement. This court vide its order dt. 18-7-2002 after hearing both the parties on the issue of fairness of the domestic enquiry has held the domestic enquiry to be unfair.

To substantiate the charges levelled against the workman, on behalf of the non-applicant, the affidavits of Smt. Kusum Kaul. The Administrative Officer, Dr. Dinesh Kumar Kathuria, Dr. Bhamini Bhog, Dr. Premlata Mittal and Shri Harihar Prasad, Manager have been filed, who were cross-examined on behalf of the workman.

The claimant has filed her affidavit along with the affidavit of Dr. Sameer Vidvalkar, who were cross-examined on behalf of the management.

On behalf of the management Ex. M-1, the medical certificate and Ex. M-2, the leave register have been placed on the record, whereas the claimant has brought on the record Ex. W-1, her reply of show cause notice submitted before the management.

I have heard both the parties and have gone through the record.

The ld. representative for the workman submits that two charges of unauthorized absence and for producing the false medical certificates before the management were framed against the workman which could not be proved by the management. Regarding the production of the false medical certificates the ld. representative contends that those medical certificates alleged to have been forged have not been produced even during the enquiry and before the Tribunal and no witness on behalf of the management has said that these certificates were false. His next contention with regard to the unauthorized absence of the workman is that admittedly the workman has submitted the leave applications along with the medical certificates throughout her leave period which are not produced in the evidence and the workman was not informed that her leave application was refused. The ld. representative for the workman while drawing the attention of the Court towards the leave register Ex-M2 has stressed upon that the leave in question have been debited as extra-ordinary leave in

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column no. 7 and for the approval of the said leave, the application of the workman was sent to the Divisional Officer. According to his contention the workman was on extra-ordinary leave as per the register of the management and there is no remark in the register that her leave was refused. Hence, the leave of the workman were never rejected, rather they were allowed. The ld. representative further contends that the letter dt. 28-10-1999 of the management to the workman directing her to resume the duty and her reply dt. 6-11-1999 have not been produced on the record. Therefore, as per the submission of the ld. representative, the workman had not defied the direction of the management.

The next contention advanced by the ld. representative for the workman is that the medical certificates submitted by the workman along with her leave applications to the non-applicant have not been filed before the Tribunal and unless it is not proved that the certificates were false the reasons stated in the application of the workman for her leave cannot be said to be wrong. The ld. representative submits that the medical board had found her fit to resume the duty, but the letter of constituting the board has not been produced, that the medical certificates were also not produced before the board and that all the three doctors consisting in the board are the panel doctors of LIC, who get their remuneration from LIC and as such they are interested witnesses. On this account the ld. representative submits that the medical board was not independent board. According to his contention all the three doctors were called in the room of the manager where they asked the workman about her well being and issued the fitness certificate. Challenging the medical report Ex. M1 prepared by the board, the ld. representative states that the doctors have categorically denied that no medical test of the workman was conducted and surprisingly all the doctors have stated that they had examined the workman on 28-9-1999 whereas the medical certificate shows that she was medically examined on 24-9-1999. The ld. representative has also sought to assail the testimony of all the doctors on the grounds of the material contradictions and its vague nature. As against the testimony of the medical experts adduced on behalf of the management, the ld. representative submits that the workman has examined the doctor in support of her plea that she was not in a fit condition to join the duty.

Lastly, the ld. representative has urged that the workman be reinstated in the service with full back wages and the consequential benefits.

Arguing contra, the ld. representative on behalf of the management contends that the medical board had examined the workman on 24-9-1999, but the medical certificate was issued on 28-9-1999 and the workman in her letter dt. 15-2-2000 Ex. W1 at its para 2 at page no. 2 has herself admitted that her medical examination was conducted on 24-9-1999. The ld. representative fairly admits that the letter dt. 28-10-1999 of the management could not be exhibited whereby the workman was asked to resume her duty. It has also been argued on behalf of the management that even the workman has not filed her medical certificates in her evidence in support of her plea that she was unwell to join the duty and it cannot be presumed that filing of the medical certificates by her before the management was the sole ground of the non-production of these certificates before the Tribunal. The ld. representative relying upon the testimony of all the three doctors has argued that medical certificate Ex. M1 bears the date of medical examination conducted on 24-9-1999. Hence, there was no malafide on behalf of these doctors when they have disclosed the date of medical examination as 28-9-1999 in their testimony respectively. The ld. representative has further assailed the testimony of WW2 Dr. Sameer Bidvalkar on the ground that he is a homoeopathy doctor whereas the board had properly conducted the medical examination according to the allopathic system, which is more reliable and it appears that Dr. Bidvalkar had not checked up the workman. The ld. representative has assailed his testimony as unreliable.

I have reflected over the rival contentions and have scanned the record.

I have carefully gone through the judical pronouncements referred to by both the ld. representatives in support of their contentions.

As per the chargesheet, two charges were framed against the workman, firstly, that despite keeping fit to join her duty she remained on unauthorized leave from 1-4-1999 to 31-1-2000 and, secondly, that in order or prove her unauthorized absence she had filed the false/fabricated medical. Now, the first question which crops up is whether the workman had filed the false/fabricated medical certificates before the management in order to prove her illeness. Admittedly, the workman had filed the medical certificates from the period 1-4-1999 to 31-1-2000 before the management. MW1 Smt. Kusum Kaul, the Administrative Officer of the corporation has admitted this fact in her deposition that the medical certificates for the period 1-4-1999 to 31-1-2000 were submitted by the workman along with her application addressed to the management, which were filed before the medical board, but this fact stands uncorroborated by the medical experts in their testimony respectively. MW5, Sh. Harihar Prasad, Manager of the corporation, in his cross-examination has disclosed that the workman had submitted the medical certificates before the management, which are not on the record of the Court. Therefore, the charge of filing the fabricated medical certificates levelled against the workman could not be proved on behalf of the management since no such medical certificate has been brought on the record by the management before the Tribunal in evidence which had been admittedly submitted along with her application before the management and which are alleged to have

been [illegible]rged. No reason of the non production of such [illegible]nts could be assigned on behalf of the management. [illegible]erefore, this question is answered in favour of the workman and against the management.

Now, I [illegible] to the next question of the [illegible]thorized leave of the wo[illegible]an.

The ld. representative for the workman has canvassed the two fold contentions on this poin[illegible]rstly, that no letter of refusal of the leave applied by the workman was sent to her and the letter of the management dt. 28-10-1999 [illegible] her to resume the duty has also not [illegible] placed [illegible] record and, secondly, that the me[illegible] properly examined her ailment.

So far as the intimation of re[illegible] the workman by the management is conce[illegible] no [illegible]oof has been brought on the record that th[illegible]e applications submitted by the workman were on consideration rejected and her leave was refused. It has been pleaded [illegible]alf of the management that the letter dt. 28-10-1999 [illegible] to the workman asking her to resume he[illegible] declined. But admittedly no such letter co[illegible]ibited on the record. MW5 Sh. Harihar Prasad h[illegible]ed that the workman remained on unauthorized leave from 1-4-1999 to 31-1-2000, but has admitted in his cross-examination that no letter was written to the workman refusing her leave.

The ld. representative for the workman in support of his contention has placed reliance on 2001 (2) RLR 216 wherein the Hon'ble Court has observed as under :—

"If the absentee servant remains "without leave" then it may be his fault but as soon as the absentee servant sends his application and applies for leave then it is the duty and obligatory for the authority to either sanction or reject leave and inform the absentee about the decision taken on his leave applied for, either sanctioned or rejected. However, if the sanctioning authority fails to communicate either the rejection or sanction of the leave applied for to the Government servant within reasonable time in accordance with relevant rules then the absentee servant cannot be blamed and saddled for making him liable to any disciplinary action"

In view of the aforesaid judicial pronouncement the contention of the ld. representative that the management had never intimated the refusal of the leave to the workman and was failing in its duty is fortified.

Apart it, the fact that the workman absented herself from the duty becomes clouded when this is viewed on the basis of the leave register Ex. M2. It has been alleged that the workman absented herself from 1-4-1999 to 31-1-2000. In Ex. M2, the leave register of the workman, at its column 6 the period of her leave has been entered into from 1-4-1999 to 31-12-1999 and thereafter on entry of the period of leave is illegible. At column no. 9, which pertains to the extra-ordinary leave, the aforesaid period from 1-4-1999 to 31-12-1999 finds its mention, which leads to infer that this period of leave applied by the workman was converted into her extra-ordinary leave. It could not be shown on behalf of the manageme[illegible]s to how this entry of the leave application in column no. 9 pertaining to extra-ordinary leave was entered into when it is alleged that she had absented herself from the duty in this period. As already noted, the linking evidence to this fact, which could have been the letter of the refusal of leave [illegible]ddressed to the workman, has also not been brought on the record on be[illegible] of the management. As such, the documentary evide[illegible] available on record suggests that th[illegible] applied by the workman was not declined treati[illegible]er unauthori[illegible] leave.

Now comes up the question as to whether the medical board constituted by the corporation had adequately checked up the workman with regard to her ailment.

The medical board co[illegible] of MW 2 Dr. Dinesh Kumar Kathuriya, MW 3 Dr. [illegible] Bhog and PW 4 Dr. Premlata Mittal [illegible] checked up t[illegible]rkman. At first, the ld. representative for the workman has argued that admittedly all these three doctors are the panel doctors of the corporation and being their interested witnesses as well as on account of the non production of the letter of formation of medical board their testimony cannot be relied upon. But I find myself unable to accept this submission since the letter/order of constituting the medical board cannot be considered such a material document, the absence thereof may compel to disbelieve the testimony of the doctors. Likewise, the corporation is a big management which has to procure the services of the medical experts to run its administrative functions and to appoint them as panel doctors and simply on this score their whole testimony cannot be discarded, yet it is to be read cautiously as per the settled principles of law. Their testimony is to be weighed on the facts as to whether they had adquately and carefully checked up the workman to find out her ailment and had given a conclusive report in this regard.

The ld. representative for the workman has contended that the medical certificates submitted by the workman before the management were not put up before the medical board, that the report Ex. M1 was prepared by the board in the office of the manager and the testimony of the doctors is contradictory. On the other hand, the ld. representative for the non-applicant has tried to controvert these submissions by stating that the workman could herself produce her medical certificates before the board at the time of her medical examination and that she has herself admitted in her reply to show cause notice Ex. W1 that she appeared before the board for check up on 24-9-1999.

I have given my thoughtful consideration to these contentions.

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MW1 Smt. Kusum Kaul in her cross-examination has deposed that the medical certificates of the workman pertaining from 1-4-1999 to 31-1-2000 were placed before the medical board. But MW 2 Dr. Dinesh Kathuriya in his cross-examination has denied this fact and has stated that on 17-9-1999 the corporation had written a letter to him for conducting the medical examination of the workman and that no papers were annexed to it. MW 3 Dr. Bhamini Bhog has pleaded ignorance from this fact as to whether the medical certificates were attached with the letter of the corporation. MW4 Dr. Premlata Mittal has stated that no documents were tagged with the letter of the corporation. Thus, it is clear t[illegible] the time of the medical examination [illegible] workman by the b[illegible], her medical certificates which were submitted by h[illegible] the management could not be produced before the board for finding out her ailment as alleged by her.

The medical examination report, Ex. M1 says that "on careful clinical examination and going through the available records with [illegible] Madhu Kalra, she is found to be medically fit [illegible] in her duty." It speaks of the clinical examination conducted by the board, whereas all the three doctors in their affidavits have respectively disclosed that they had "medically examined" the workman. MW2 Dr. Dinesh Kathuriya has admitted that medical examination and clinical examination are two distinct modes of checking up the patient and that during the medical examination all the relevant papers are looked into and the background of the ailment is enquired into. But he has pointed out that he had clinically examined the workman and that, too, was conducted in the chamber of the manager where there were no investigating instruments for checking up the workman. He has further admitted that the workman had produced a few documents before him wherein there was mention of the gall-bladder operation and of dysentery. MW3 Dr. Bhamini Bhog has deposed in her cross-examination that the workman was medically examined but in the medical report Ex. M1 there is a mention of her clinical examination. Further she has stated that by the expression "the clinical examination", she purports "the medical examination" because they found no necessity for obtaining the laboratory investigations of the workman. This witness in her cross-examination has also admitted that the workman had complained before them of her ailment of post operational asthenia, but she did not find it. But further she has also admitted that it was necessary to find out this ailment of the workman after getting the sonography, X-ray, blood and urine tests.

Similarly, MW4 Dr. Premlata Mittal has pointed out the distinction between the clinical examination and medical examination of the patient saying that during the clinical examination, the general condition of the patient is to be examined, whereas for the medical examination the laboratory investigations are required to be obtained, if necessary. She has further admitted that the corporation had directed in the letter for the medical examination [illegible] workman and during the clinical examination the workman had pointed out that she was earlier operated and was suffering from weakness. Beyond it, s[illegible]ingly all the three doc[illegible] in their affidavits have p[illegible] out the date of check up as on 28-9-1999 and have categorically reiterated the same date in their cross-examination, whereas the medical examination report Ex. M 2 says that workman was clinically examined on 24-9-1999.

[illegible]hus, material contradictions have emerged out in t[illegible]ments [illegible] medical experts and when these major co[illegible]t explained in a reasonable manner, the[illegible]ng completely ignored. Their evidence wh[illegible]e sounds that they had merely observed the [illegible]y of [illegible]cking up the workman by ascertaining her presence in [illegible] chamber of the manager and had not tried to check up her properly, adequately and carefully. The[illegible]fferent attitude towards the duty is further r[illegible] the glaring fact that they had not even attempte[illegible] through the medical report Ex. M 1 prior to the filin[illegible]r affidavit and their deposition before the court. H[illegible] their testimony being contradictory and indefinite becomes untrustworthy.

The ld. representative for the workman has contended that the management had disbelieved the medical certificates produced before it without any cogent reason and has relied upon 2002 (3) RLR 106 wherein the following observation has been made :—

"Once the sickness certificates of wife of the petitioner for the imputed absence have admittedly been received by the respondents from the time to time even before issuing the impugned charge sheet as is proved during inquiry proceedings, then surprisingly enough the inquiry authority and disciplinary authority should have no option but to believe the contents of those contents unless & until they were either denied or controverted in rebuttal by adducing admissible, cogent and reliable evidence to disprove the defence of the delinquent as to the facts of his wife having been sick and undergone treatment as per medical certificates, for which he had to keep away from headquarter during suspension which was beyond his control on account of compelling reasons as explained by him through production of medical certificates either before or during inquiry proceedings."

The Hon'ble Court has further observed a below :—

"Thus unless the factum of illness of the wife of petitioner was controverted or denied and similarly unless the medical certificates are proved to be faked by way of producing evidence in rebuttal by the respondents during inquiry proceedings (because it was their case to doubt genuineness of these certificates hence onus lays on them to disprove the same by calling the doctors issuing such certificates in evidence so as to controvert as against the defence of the delinquent); the conclusions arrived at by

the inquiry or disciplinary authority holding medical certificates and illness of the wife of petitioner as doubtful are totally erroneous in law, inasmuch as both the inquiry & disciplinary authority failed to categorically hold the illness of wife of the petitioner as sufficient cause, nor they held such sickness as insufficient cause. The reasons assigned for holding the petitioner guilty for the delinquency under the impugned charge sheet are not good and sufficient reasons being based on extraneous considerations and no evidence on record."

It fortifies the submissions made on behalf of the workman and the submissions advanced on behalf of the workman become tenable.

The ld. representative for the non-applicant submits that once the medical board has opined that the workman was fit to resume her duty, the opinion of the board cannot be substituted by the court by it its own opinion and has referred to the decision cited in JT 2003(8) SC 404. The relevant portion of the observation is quoted below for convenience sake :—

"The finding of the High Court in this regard cannot be justified. The High Court could not substituted its own opinion of the expert who had categorically stated that the injuries received by the deceased were the gunshot injuries."

The facts of the referred case are that despite the doctor had found the injuries found on the person of the deceased as gun shot injuries, the High Court keeping in mind the distance between the accused and the victim, as stated by the eye witnesses, held that the injuries found on the person of the deceased could not have been received from the distance as detailed by the eye witnesses. In these circumstances, the Hon'ble Apex Court has viewed supra. But in the case at hand, the medical board had not examined the medical certificates produced by the workman before the management and the testimony of the doctors are found to be contradictory on material points and feeble in nature. Therefore, the facts of the referred case being distinguishable from the instant case are not applicable to it and the contention of the ld. representative for the non-applicant is not thus sustainable.

Now, I advert to the evidence led by the workman. In support of her stand that she was unable to join her duty, the workman has examined herself and WW2 Dr. Sameer Bidvalkar. The workman has stated that she had not received the information of refusal of her leave applications from the management and had submitted her medical certificates before it. She has pointed out that she was suffering from the dysentery and, therefore, could not be able to join her duty. In support of her evidence WW2 Dr. Sameer has stated that the workman was suffering from the post operative asthenia and diarrohoea.

The ld. representative for the non-applicant has sought to challenge the oral testimony of both these witnesses on the grounds that the workman had failed to place her medical certificates before the board and that the medical board had correctly examined her by the allopathic system, whereas Dr. Bidvalkar is a medical expert in homoeopathy system of medicine. But, suffice it to say, that the management was required to prove the charges levelled against the workman by adducing the definite and trustworthy evidence and the workman is only required to give a reasonable explanation of her absence from duty. Therefore, the onus of proving the charge lies upon the management and not upon the workman. Similarly, if the treatment of a person is conducted by a doctor belonging to a different system of medicines, it makes no difference if the patient was examined by allopathic system of medicine. The only pertinent fact is whether she was properly checked up in order to find out her ailment. Accordingly, I find no force in the submissions advanced by the ld. representative for the management.

To conclude, the management has failed to establish both the charges levelled against the workman and, therefore, she is entitled to be reinstated in the service.

That takes me to consider whether the workman is entitled to get the back wages.

WW2 Dr. Sameer in his affidavit filed before the court on 19-5-2003 at its para 5 has stated that looking to the physical condition of Smt. Madhu Kalra, she could not be able to join her duty within three months. On 24-6-2003 in his cross-examination, he has disclosed that looking to the condition of the workman. She would be able to resume her duty after 1 or 1¼ months, which manifestly indicates that the workman was unable to attend the office and to discharge her duty till August, 2003. Therefore, following the principle of "no work no pay", I deem it proper not to grant the back wages to her under these circumstances.

In the result, the reference is answered in the affirmative in favour of the workman and against the management that awarding the punishment of removal of serivce to the workman w.e.f. 23-12-2000 was unjustified. Her claim is allowed to the extent that she is entitled to be reinstated in the service with its continuity. However, she does not deserve to be granted the backwages. Award is passed in these terms accordingly.

Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

(उत्प्रवास अनुभाग)

नई दिल्ली, 2 जून, 2004

का. आ. 1388.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3, उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा श्रम मंत्रालय के केन्द्रीय सचिवालय सेवा सर्वी

के अनुभाग अधिकारी, श्री एन.के. नागर को 21 मई, 2004 (पूर्वाह्न) से मुंबई का उत्प्रवास संरक्षी-II नियुक्त करती है।

[सं. एस-13011/01/2003-उत्प्रवास]

अशोली चलाई, अवर सचिव

EMIGRATION DIVISION

New Delhi, the 2nd June, 2004

S.O. 1388.—In exercise of the powers conferred by Section 3, Sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri N.K. Nagar, Section Officer of the CSS cadre of Ministry of Labour, as Protector of Emigrants-II, Mumbai with effect from 21st May, 2004 (Forenoon).

[No. S-13011/1/2003-Emig.]

ASHOLI CHALAI, Under Secy.

नई दिल्ली, 2 जून, 2004

का. आ. 1389.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ़) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3530 दिनांक 12-12-2003 द्वारा भारतीय खाद्य निगम, जोकि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 6 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 12-12-2003 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ढ़) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 12-6-2004 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/5/91-आई.आर.(पी.एल.)]

जे.पी. पति, संयुक्त सचिव

New Delhi, the 2nd June, 2004

S.O. 1389.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of Sub-clause (vi) of the clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947) declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 3530 dated 12-12-2003 the service in the Food Corporation of India which is covered by item 6 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 12th December, 2003

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 12th June, 2004.

[F. No. S-11017/5/91-IR(PL)]

J.P. PATI, Jt. Secy.

Printed by the Manager, Govt. of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.